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OCTOBER TERM, 1886.

No. 934.

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INDEX.

	Original.	Print.
Exhibits to declaration	1	1
Exhibit A—Copy of bond	1	1
B—Copy of coupon	2	1
C—Certificate of auditor	2	2
Declaration	3	2
Præcipe for summons	55	57
Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
Clerk's certificate	78	68
Writ of error	79	69

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Exhibit A—Copy of bond	1	1
B—Copy of coupon	2	1
C—Certificate of auditor	2	2
Declaration	3	2
Præcipe for summons	55	57
Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
Clerk's certificate	78	68
Writ of error	79	69

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Exhibit A—Copy of bond	1	1
B—Copy of coupon	2	1
C—Certificate of auditor	2	2
Declaration	3	2
Præcipe for summons	55	57
Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
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Declaration	3	2
Præcipe for summons	55	57
Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
Clerk's certificate	78	68
Writ of error	79	69

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Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
Clerk's certificate	78	68
Writ of error	79	69

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Bond for costs	56	57
Summons	57	58
Marshal's return	57*a*	58
Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
Findings of fact and law	68	63
Bond	75	67
Clerk's certificate	78	68
Writ of error	79	69

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Summons	57	58
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Summons	58	58
Marshal's return	58*a*	59
Demurrer to petition	59	59
Order sustaining demurrer	60	59
Amendment to petition	61	60
Answer	62	61
Waiver of jury	63	61
Stipulation as to briefs	64	61
Judgment	65	62
Motion for new trial	66	62
Order overruling motion for new trial	67	62
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Bond	75	67
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Writ of error	79	69

JUDD & DETWEILER, PRINTERS, WASHINGTON.

1 EXHIBIT "A."

UNITED STATES OF AMERICA.

No 1. $500.00.

Oxford Township Bridge Bond, County of Sumner, State of Kansas.

The township of Oxford, in the county of Sumner and State of Kansas, hereby promises to pay to —— —— or bearer the sum of five hundred dollars on the 15th day of April, A. D. 1882, with interest thereon at the rate of ten per cent. per annum, payable semi-annually, on the 15th day of October (**$500**) and April in each year upon the presentation of the coupons therefor hereto attached, both principal and interest payable at the American Exchange National Bank in the city of New York.

This bond is one of an issue of ten thousand dollars made for the purpose of aiding in the building of a bridge across the Arkansas river at the town of Oxford, in the county of Sumner and State of Kansas, and in pursuance of an act of the Legislature of the State of Kansas entitled "An act authorizing the trustee, treasurer, and clerk, or any two of them, of the township of Oxford, county of Sumner, and State of Kansas, to subscribe for stock in the Oxford Bridge Company to the amount of ten thousand (10,000) dollars to aid in the construction of a bridge across the Arkansas river at Oxford, in said county and State, and to issue bonds of said township in payment therefor." Approved March 1, 1872, and in pursuance of a vote of the qualified electors of said township had at an election held therein on the 8th day of April, A. D. 1872, which said election resulted in a majority of 112 in favor of issuing said bonds in a total vote of 140.

The faith of said township and the receipts for toll of said bridge are pledged to the payment of this bond and interest.

In testimony whereof the township trustee, clerk, and treasurer of said township have caused this bond to be issued, duly
2 signed, attested, and countersigned, this 15th day of April, A. D. 1872.

GEORGE T. WALTIN, *Trustee.*

Attest: JOHN H. FOLKS, *Clerk.*

Countersigned:

T. E. CLERK, *Treasurer.*

EXHIBIT "B."

$25.00. Oxford township.

On the 15th day of October, 1875, the treasurer of the township of Oxford, in the county of Sumner and State of Kansas, will pay to bearer the sum of twenty-five dollars, at the American Exchange National Bank in the city of New York, being the semi-annual interest due on bond No. 1, issued April 15th, A. D. 1872.

(Signed) GEO. T. WALTIN.

Attest: JOHN H. FOLKS, *Clerk.*

EXHIBIT "C."

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office, in accordance with an act of the Legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads or other works of internal improvements, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith." Approved March 2d, 1872.

Witness my hand and official seal this 25 day of April, 1872.

[SEAL.] A. THOMAN, *Auditor of State.*

3 In the Circuit Court of the United States, District of Kansas.

MOSES R. CROW

vs.

THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS.

To the honorable the judges of the said court:

1st. The defendant, the township of Oxford, in the county of Sumner, State of Kansas, was summoned to answer unto the plaintiff in a plea of debt for $12,000 debt and $12,000 damages, and thereupon the plaintiff complains and says that he is a citizen of the State of New York, and that the defendant is, and at all the times hereinafter mentioned was, a corporation, civil, political, and municipal, created by and existing under the laws of the State of Kansas, and a citizen thereof, and that the amount in controversy in this cause exceeds the sum or value of $500.00, exclusive of costs; and the plaintiff further avers that heretofore, to wit, on, or about the 15th of April, 1872, at the district aforesaid, the said defendant, being such corporation as aforesaid, and being thereunto duly authorized by the laws of the said State of Kansas and by a vote of the qualified electors of the said township at an election held therein, made and delivered its certain bonds or writings obligatory, dated that day, & numbered from one to twenty (20), both inclusive, by each of which it undertook and promised to pay to the bearer thereof the sum of $500.00 on the 15th of April, 1882, at the American Exchange National Bank in the city of New York, with interest thereon from the date thereof at ten per centum per annum until paid; such interest to be paid on the 15th days of April & October in each year at said bank; and the plaintiff further avers

4 that then and there, to wit, at the time of the execution and delivery of the said bonds, the said defendant, in connection with each of said bonds and — attached thereto, made its certain coupons, or interest warrants, as and for the several semi-annual installments of interest on each of said bonds for $25 each, a copy of bond No. one & of coupon No. seven from bond No. one being attached as Exhibits A & B & made part hereof, the other of said bonds being of the same tenor & effect, & in all respects the

same, save & except the number thereof, & the other of said coupons being of the same tenor & effect & in all respects the same as said coupon No. seven, except the number & date of maturity thereof; and the plaintiff further avers that heretofore, to wit, on the 25th day of April, 1872, at the district aforesaid, A. Thoman, the auditor of the said State of Kansas, being duly authorized thereunto, certified in writing on each of said bonds, under his hand & seal of office, that the said bonds had been regularly & legally issued, & that the signatures thereto were genuine, & that said bonds had been duly registered in his office in accordance with an act of the Legislature of said State. Approved March 2d, 1872, a copy of which said certificate is attached hereto & made part hereof, as Exhibit "C."

5 And the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant No. 7, for the installment of interest maturing upon the said bond No. 1 hereinbefore mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof on the 1st day of October, A. D. 1875, the sum of $25 *dollars* at *at* said bank, a copy of which is attached hereto; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of $25 *dollars*, with interest at the rate of 7 per cent. per annum from the 1st day of October, A. D. 1875.

2nd.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

3rd.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest ma-

turing upon the said bond No. 1 in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of October, A. D. 1876.

6

4.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

5.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

6.

For a further cause of action, the said plaintiff alleges that after-

wards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th, day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

7 7.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

8.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th of day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

9.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 1 day of October, A. D. 1879.

8 10.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

11.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity

thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

12.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of April, A. D. 1881.

9

13.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

14.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 1, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures

with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

15.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

16.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

17.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned,

on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

18.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15 day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

11 19.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

20.

For a further cause of action, the said plaintiff alleges that after-

wards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of October, 1875.

21.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, be became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

12 22.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

23.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 7, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1875, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1875, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1875.

24.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of April, A. D. 1876.

13 25.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the ma-

turity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

26.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

27.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

14 28.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, ex-

cept the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

29.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th, day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

30.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

15 31.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th

day of April, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

32.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 8, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of —, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1876.

33.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

16 34.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest matur-

ing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

35.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

36.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

17

37.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

38.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

39.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested

at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of October, A. D. 1876.

18 40.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the — day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

41.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 9, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1876, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1876, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1876.

42.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with

the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

19 43.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

44.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

45.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant under-

took and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

20 46.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

47.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th, day of April, A. D. 1877, the sum of — dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

48.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable considera-

tion by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

21 49.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

50.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 10, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1877.

51.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15 day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15 day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of April, A. D. 1877.

22 52.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

53.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof.

Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, 1877.

54.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

55.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

23 56.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures

with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

57.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of October, A. D. 1877.

58.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest maturing upon the said bond No. 10, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

24 59.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 11, for the installment of interest

maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1877.

60.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1877, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1877, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 187*8*.

25

61.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

62.

For a further cause of action, the said plaintiff alleges that after-

wards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

63.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

26

64.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover

the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

65.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

66.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

27 67.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, not-

withstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

68.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 12, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1878.

69.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

28 70.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank,

which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

71.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

72.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

29 73.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest matur-

ing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

74.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

75.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

30

76.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, be became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

77.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 13, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1878, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1878, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1878.

78.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the

maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

31 79.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

80.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

81.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15 day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof,

except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

32 82.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

83.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

84.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant under-

took and promised to pay unto the bearer thereof, on the 15th, day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

33

85.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

86.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 14, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1879.

87.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable considera-

tion by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of Oct., A. D. 1879.

34 88.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

89.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, be became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

90.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

35 91.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

92.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity

thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

93.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of October, A. D. 1878.

36 94.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

95.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 15, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1879, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1879, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures

with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1879.

96.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15 day of April, A. D. 1880.

37 97.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

98.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant under-

took and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

99.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

38

100.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

101.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the

coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

102.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

39 103.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

104.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 16, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1880.

105.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said place, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

40 106.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity

thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

107.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th, day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

108.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of Oct., A. D. 1880.

41 109.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures

with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

110.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

111.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, be became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

42

112.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and

promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

113.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 17, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1880, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1880, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1880.

114.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

43 115.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable considera-

tion by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

116.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

117.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

44

118.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

119.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

120.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity

thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

45

121.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15 day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with inferest at the rate of 7 per cent. per annum from the 15 day of April, A. D. 1881.

122.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 18, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1881.

123.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof,

except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

46

124.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

125.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

126.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant under-

took and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

47 127.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

128.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

129.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable considera-

tion by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

48 130.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

131.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 19, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of October, A. D. 1881, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of October, A. D. 1881, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of October, A. D. 1881.

132.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 2, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

49 133.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 4, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

134.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 13, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity

thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

135.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 14, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

50 136.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 15, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action had accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

137.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 16, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with

the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

138.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 17, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

51 139.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 18, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

140.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the coupon or interest warrant 20, for the installment of interest maturing upon the said bond No. 20, in the first count mentioned, on the 15th day of April, A. D. 1882, whereby the said defendant

undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 25 dollars at said bank, which said coupon is of like tenor and effect and in like words and figures with the coupon, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 25 dollars, with interest at the rate of 7 per cent. per annum from the 15th day of April, A. D. 1882.

141.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of *for the installment of interest* the said bond No. 1, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, a copy of which is attached to the first count hereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each semi-annual installment of interest from its maturity.

52

142.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 2, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each semi-annual installment of interest from its maturity.

143.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 4, in the first count mentioned, made by the said

defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each installment of interest from its maturity.

144.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 13, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each semi-annual installment [of] interest from its maturity.

53 145.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 14, in the first count mentioned, made by the said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each semi-annual installment of interest after its maturity.

146.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable considera-

tion by him paid, he became and now is the owner and holder of the said bond No. 15, in the first count mentioned, made by its said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each semi-annual installment of interest after its maturity.

147.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 16, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof and the date of maturity thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, [&] 7 % interest on each semi-annual installment of interest after its maturity.

54 148.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 17, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, with interest at 7 % on each installment of semi-annual interest from its maturity.

149.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 18, in the first count mentioned, made by said defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, with 7 % interest on each installment of semi-annual interest from its maturity.

150.

For a further cause of action, the said plaintiff alleges that afterwards, to wit, before the maturity thereof, for a valuable consideration by him paid, he became and now is the owner and holder of the said bond No. 20, in the first count mentioned, made by the defendant, whereby the said defendant undertook and promised to pay unto the bearer thereof, on the 15th day of April, A. D. 1882, the sum of 500 dollars at said bank, which said bond is of like tenor and effect and in like words and figures with the bond, a copy of which is attached to the first count hereof, except the number thereof; and, notwithstanding the said promise so to do, the defendant hath neglected and refused to pay, though thereunto requested at the maturity thereof. Wherefore an action hath accrued to the plaintiff to recover the further sum of 500 dollars, with interest at the rate of 10 per cent. per annum from the 15th day of April, A. D. 1882, & 7 % interest on each installment of semi-annual interest from its maturity.

55 Wherefore the defendant prays judgment for the sum of $12,000 debt and $12,000 damages and costs.

BROWN & ARMSTRONG,
Pl'ff's Atty's.

Endorsed: U. S. circuit court, district of Kansas. No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Declaration. Brown & Armstrong, att'ys for pl'ff, No. 115 Broadway, New York city. Filed Nov. 1, 1883. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

In the Circuit Court of the United States, District of Kansas.

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS.

The clerk will please issue a summons in debt for $12,000 debt & 12,000 damages.
Oct. 29, '83.

BROWN & ARMSTRONG,
Pl'ff's Att'ys.

Endorsed: No. 4421. U. S. C. C., Kansas. M. R. Crow *vs.* Oxford Township. *Præcipe* for summons. Filed Nov. 1, 1883. A. S. Thomas, clerk, by F. J. Thomas, deputy. Brown & Armstrong, pl'ff's att'ys.

56 In the Circuit Court of the United States for the District of Kansas.

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS.

We enter ourselves security for costs in said case and promise to pay all costs which may accrue to the opposite party in this action, or to any of the officers of this court; and, in default of payment by the plaintiff of any costs ordered or adjudged to be paid by him, we hereby agree and stipulate that execution may issue against our property for any costs taxed against him.
Dated 29th day of October, 1883.

BROWN & ARMSTRONG.
S. E. BROWN.

56*a* [Endorsed:] No. 4421. Moses R. Crow *vs.* Oxford Township. Cost bond. Filed Nov. 1, 1883. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

57 Circuit Court of the United States of America.

DISTRICT OF KANSAS, *ss:*

The United States of America to the marshal of the district of Kansas, Greeting:

You are hereby commanded to notify the Township of Oxford, Sumner County, Kansas, that it has been sued by Moses R. Crow in the circuit court of the United States for the district of Kansas, and that unless it answer by the 30th day of November, A. D. 1883, the petition of the said Moses R. Crow against it filed in the clerk's office of the said court such petition will be taken as true and judgment rendered accordingly. You will make due return of this writ on the 10th day of November, A. D. 1883.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 1st day of November, A. D. 1883.

[SEAL.] A. S. THOMAS, *Clerk*,
By FRANK J. THOMAS, *Deputy.*

57*a* [Endorsed:] No. 4421. Circuit court of the United States, district of Kansas. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Summons. Issued Nov. 1, 1883; returnable Nov. 10, 1883; filed Nov. 9, 1883. A. S. Thomas, clerk, by Frank J. Thomas, deputy. Brown & Armstrong, attorneys for plaintiff.

Suit brought for the recovery of money. Amount claimed, $12,000.00 debt & $12,000.00 damages.

BROWN & ARMSTRONG,
Attorneys for Plaintiff.

U. S. Marshal's Return.

DISTRICT OF KANSAS, *ss:*

Received the within writ November the 1st, 1883, and am unable to serve same for want of time, and ask for an *alias* summons in this cause of action.

B. F. SIMPSON,
U. S. Marshal,
By S. P. WADE, *Deputy.*

58 Circuit Court of the United States of America.

DISTRICT OF KANSAS, *ss:*

The United States of America to the marshal of the district of Kansas, Greeting:

You are hereby commanded to notify the Township of Oxford, Sumner County, Kansas, that it has been sued by Moses R. Crow in the circuit court of the United States for the district of Kansas, and that unless it answer by the 9th day of December, A. D. 1883, the petition of the said Moses R. Crow against it filed in the clerk's office of the said court such petition will be taken as true, and judgment rendered accordingly. You will make due return of this writ on the 19th day of November, A. D. 1883.

Witness the Hon. Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, at Topeka, in said district, this 9th day of November, A. D. 1883.

[SEAL.] A. S. THOMAS, *Clerk,*
By FRANK J. THOMAS, *Deputy.*

58*a* [Endorsed:] No. 4421. Circuit court of the United States, district of Kansas. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Summons. Issued Nov. 9, 1883; returnable Nov. 19, 1883; filed Nov. 16, 1883. A. S. Thomas, clerk, by Frank J. Thomas, deputy. Brown & Armstrong, attorneys for plaintiff.

Suit brought for the recovery of money. Amount claimed, $12,000.00 debt & $12,000.00 damages.

BROWN & ARMSTRONG,
Attorneys for Plaintiff.

U. S. Marshal's Return.

DISTRICT OF KANSAS, *ss:*

Received the within writ November the 9th, 1883; served this writ, at the county of Sumner, State and district of Kansas, on the 12th day of November, 1883, by delivering, personally, to Jasper Summerville, trustee, and to George Honsick, treasurer, and to J. D. Russell, clerk of the within-named defendant, the Township of Oxford, in Sumner County, Kansas, each a true and certified copy of this writ with all the endorsements thereon.

B. F. SIMPSON,
U. S. Marshal,
By S. P. WADE, *Deputy.*

Service	6 00
R. R. fare	11 64
Hotel bill	4 50
'Bus fare	1 00
Livery	3 00
	$26 14

59 *Demurrer of the Defendant to the Petition of Plaintiff.*

In the Circuit Court of the United States for the District of Kansas.

MOSES R. CROW, Plaintiff,
vs.
THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS, Defendant.

And now comes the said defendant, by its attorney, and demurs to the petition of the plaintiff in this cause filed against it, and here shows to the court that the matters and allegations in said petition contained are not sufficient in law for the said plaintiff to have or maintain his aforesaid action thereof against the defendant, and that the defendant is not bound by law to answer the same.

Wherefore, by reason of the insufficiency of the said petition in this behalf, the said defendant prays judgment, and that the said plaintiff may be barred from having or maintaining his aforesaid action thereof against it.

J. WADE McDONALD,
Attorney for Defendant.

Endorsed: In the circuit court of the United States for the district of Kansas. No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner County, Kansas. Demurrer by defendant to the petition of the plaintiff. Filed Nov. 30, 1883. A. S. Thomas, clerk. J. Wade McDonald, att'y for defendant.

60 UNITED STATES OF AMERICA, *District of Kansas,* } *ss:*

At a term of the circuit court of the United States of America for the district of Kansas begun and held at the city of Leavenworth, in

said district, on Monday, the second day of June, A. D. 1884, proceedings were had and appear of record in words and figures following, to wit:

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD. } 4421.

THURSDAY, *June* 5, 1884.

Now comes said plaintiff, by S. E. Brown, his attorney, and the defendant, by J. Wade McDonald, its attorney, and defendant's demurrer to the petition of the said plaintiff came on to be heard and was argued by counsel; upon consideration whereof it is now by the court here ordered that said demurrer be, and the same is hereby, sustained. And it is further ordered that said plaintiff have 10 days in which to file amended petition herein, and defendant 30 days thereafter to plead, and action continued.

61 In the Circuit Court of the United States, District of Kansas.

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, STATE OF KANSAS. } No. 4421.

And now comes the plaintiff herein, and by leave of court first had and obtained, amends his petition in this cause by inserting therein, after the words "at said bank," on the 21st line of the 2nd page of said petition, as follows, to wit:

Which said bonds were duly issued in pursuance of an election duly and legally held therein; to wit, in said township, by the qualified electors thereof, under and in pursuance of and in full conformity with the act of the Legislature of Kansas, passed March 2nd, 1872, to authorize counties, cities, and townships to vote such bonds—being chapter 68 of the laws of 1872; that said defendant duly subscribed to the capital stock of the Oxford Bridge Company—to aid which said election was held—to the full amount of said bonds, to wit, $10,000, & took & received said stock and has ever since held and owned and voted on the same, and till the 15th day of Oct., 1875, paid the interest upon said bonds, & received since April, 1872, the income & dividend on said stock arising from the tolls of said bridge until October, 1875, at which time the said bridge was, by a flood, swept away and wholly destroyed.

Wherefore pl'ff prays as heretofore.

S. E. BROWN, *Pl'ff's Att'y.*

Endorsed: No. 4421. In U. S. circuit court, district of Kansas. Moses R. Crow *vs.* The Township of Oxford, Kansas. Amendment to petition. Filed June 9, 1884. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

S. E. BROWN, *Pl'ff's Att'y.*

62 *Answer.*

In the Circuit Court of the United States for the District of Kansas.

MOSES R. CROW, Plaintiff,
vs.
THE TOWNSHIP OF OXFORD, IN THE COUNTY OF SUMNER, STATE OF KANSAS, Defendant.

And now comes the said defendant, by its attorney, and for answer to the amended petition of the plaintiff herein filed against it denies each and every allegation in said amended petition contained.

J. WADE McDONALD,
Attorney for Defendant.

Endorsed: No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner County, Kansas. Answer. Filed July 9, 1884. A. S. Thomas, clerk, by Frank J. Thomas, deputy. J. Wade McDonald, att'y for defendant.

63 *Stipulation Waiving a Jury.*

In the Circuit Court of the United States for the District of Kansas.

M. R. CROW
vs.
THE TOWNSHIP OF OXFORD. } No. 4421.

The parties to this action hereby waive the intervention of a jury and agree that this action may be tried by the court.

S. E. BROWN,
Attorney for Plaintiff.
J. WADE McDONALD,
Attorney for Defendant.

Endorsed: No 4421. M. R. Crow *vs.* The Township of Oxford. Stipulation waiving jury. Filed Dec. 4, 1884. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

64 *Stipulation as to Filing Briefs.*

In the Circuit Court of the U. S., District of Kansas.

CROW *vs.* OXFORD TOWNSHIP.

It is hereby stipulated and agreed that the plaintiff may have sixty days from this date in which to file brief, the defendant thirty days thereafter, and the plaintiff fifteen days thereafter to file reply brief to defendant's brief.

Dec. 9th, 1884.

S. E. BROWN &
ROSSINGTON & SMITH,
Att'ys for Pl't'ff.
J. WADE McDONALD,
Att'y for Defendant.

Endorsed: No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kans. Stipulation as to filing briefs. Filed Dec. 9, 1884. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

65 UNITED STATES OF AMERICA, } *ss:*
District of Kansas, }

At a term of the circuit court of the United States of America for the district of Kansas, begun and held at the city of Leavenworth, in said district, on Monday, the 1st day of June, A. D. 1885, proceedings were had and appear of record in words and figures following, to wit:

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS. } 4421.

MONDAY, *June 1st*, 1885.

This action came on for trial, and the parties hereto, by their attorneys, waived a jury herein by written stipulation filed herein, and submitted the premises to the court. And thereupon the court, having heard the evidence adduced and arguments of counsel, now find for the defendant. And thereupon it is by the court here considered, ordered, and adjudged that said defendant go hence without day, and that he have and recover of and from said plaintiff his costs in this action expended, and that execution issue therefor.

66 In the Circuit Court of the United States, District of Kansas.

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER CO. } No. 4421. Term No. 345.

Now comes the plaintiff and moves the court to set aside the decision and findings herein and for a new trial, for that—

1st. The court erred in receiving and admitting, on behalf of the defendant, incompetent, immaterial, and irrelevant testimony.

2nd. The court erred in rejecting competent, material, and relevant testimony offered on the part of the plaintiff.

3d. The decision is not sustained by sufficient evidence.

4. The decision is contrary to law.

5th. For errors of law occurring at the trial and excepted to by the parties plaintiff at the time.

S. E. BROWN,
Pl'ff's Att'y.

Endorsed: 345. 4421. U. S. court. M. R. Crow *vs.* The Township of Oxford. Motion for a new trial. Filed June 4, 1885. A. S. Thomas, clerk.

67 UNITED STATES OF AMERICA, } *ss:*
District of Kansas, }

At a term of the circuit court of the United States of America

for the district of Kansas, begun and held at the city of Topeka, in said district, on Monday, the 23rd day of November, A. D. 1885, proceedings were had and appear of record in words and figures following, to wit:

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER COUNTY, KANSAS. } 4421.

THURSDAY, *January* 14, 1886.

The plaintiff's motion for a new trial herein came on to be heard and was argued by counsel, on consideration whereof the court doth overrule said motion.

68 *Findings of Fact and Law.*

In the Circuit Court of the United States for the District of Kansas.

MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD, SUMNER CO., KANSAS. } No. 4421.

This cause came on to be heard on the — day of ——, 1884, a jury being waived by written stipulation filed herein and the case being tried before the court—Mr. Brown for plaintiff, Mr. McDonald for defendant—the court finds as follows as to facts:

I. That the defendant, on the 15th day of April, 1872, made its twenty bonds for $500 each, numbered from one to twenty, both inclusive, one of which bonds is as follows, viz:

No. 1. UNITED STATES OF AMERICA. $500.

Oxford Township Bridge Bond, County of Sumner, State of Kansas.

The Township of Oxford, in the County of Sumner and State of Kansas, hereby promises to pay to —— ——, or bearer, the sum of five hundred dollars on the 15th day of April, A. D. 1882, with interest thereon at the rate of ten per cent. per annum, payable semi-annually on the 15th day of October and April in each year upon the presentation of the coupons therefor hereto attached, both principal and interest payable at the American Exchange National Bank, in the city of New York.

Endorsed across the face of said bond are the figures $500.

This bond is one of an issue of ten thousand dollars made for the purpose of aiding in the building of a bridge across the Arkansas river at the town of Oxford, in the county of Sumner and State of Kansas, and in pursuance of an act of the Legislature of the
69 State of Kansas entitled "An act authorizing the trustee, treasurer, and clerk (or any two of them) of the township of Oxford, county of Sumner, and State of Kansas, to subscribe for stock in the Oxford Bridge Company to the amount of ten thousand (10,000) dollars to aid in the construction of a bridge across the

Arkansas river at Oxford, in said county and State, and to issue bonds of said township in payment therefor," approved March 1st, 1872, and in pursuance of a vote of the qualified electors of said township had at an election held therein on the 8th day of April, A. D. 1872, which said election resulted in a majority of 112 in favor of issuing said bonds in a total vote of 140.

The faith of said township and the receipts for tolls of said bridge are pledged to the payment of this bond and interest.

In testimony whereof the township trustee, clerk, and treasurer of township have caused this bond to be issued, duly signed, attested, and countersigned, this 15th day of April, A. D. 1872.

Countersigned:

GEORGE T. WALTON, *Trustee.*
T. E. CLARK, *Treasurer.*
Attest: JOHN H. FOLKS, *Clerk.*

And on the same day it made its coupons or interest warrants attached to said bonds for the semi-annual interest on the same, one of which coupons is as follows:

$25.00. OXFORD TOWNSHIP.

On the 15th day of April, 1882, the treasurer of the township of Oxford, in the county of Sumner and State of Kansas, will pay to bearer the sum of twenty-five dollars at the American Exchange National Bank, in the city of New York, being the semi-annual interest due on bond No. 1, issued April 15th, A. D. 1872. 20.

(Signed) GEORGE T. WALTON, *Trustee.*
Attest: JOHN H. FOLKS, *Clerk.*

The other of said bonds being in all respects the same, except the number, and the other of said coupons being of the same
70 tenor and effect and in all respects the same, except the numbers and date- of maturity.

II. That said bonds were made for the purpose of aiding in the construction of a bridge across the Arkansas river at the town of Oxford, in said township.

III. That said bonds were issued and delivered in payment of stock of the corporation which erected said bridge.

IV. That the plaintiff is the owner and holder of the bonds and coupons sued on, to wit, bonds numbers 1, 2, 4, 13, 14, 15, 16, 17, 18, 20, and coupons attached to each from coupon 7 to this date, including coupon 7, and that the plaintiff purchased the same before the maturity thereof, for value, and is now the owner and holder of said bonds and coupons, and that he made purchase thereof without actual notice of any defense to said bonds and coupons, or of any defect or infirmity in and about the proceedings of their issuance.

V. That said bridge was duly erected, and the defendant township subscribed for eighty-five shares of the stock thereof of the face value of one hundred dollars each, and has ever since been, and now is, the owner and holder of said stock.

VI. That the defendant township paid interest on said bonds up to the 15th day of April, 1877.

VII. That the defendant township received dividends from its stock in said bridge from the month of October, 1872, until the month of June, 1876, and that said dividends amounted to about the sum of six hundred and fifty dollars per annum.

VIII. That chapter 158 of the laws of Kansas for 1872, being the act referred to on the face of said bonds, was not published, and did not take effect until the 21st day of March, 1872.

IX. That chapter 68 of the laws of Kansas for 1872 was published and took effect on the seventh day of March, 1872.

71 X. That the following proceedings were had and taken by the trustee, treasurer, and clerk of said township on the dates hereinafter set forth, as shown by the public records of said township, to wit:

"MARCH 8TH, 1872.

"Township board met.

"Present: George T. Walton, trustee, and John H. Folks, clerk.

"The fact being known to the clerk that an act authorizing a majority of the township board to issue bonds for $10,000, and to subscribe stock in the Oxford Bridge Company after giving notice thereof, and the voters of Oxford township voting thereon, was passed and approved on the 1st day of March, 1872, and believing that — owing to the danger of a June freshet, injuring or preventing work and increasing the cost of said bridge, and believing the law only required 20 days' notice, it was ordered that such notice be given immediately, which notice was given by written notices posted on Clark's store or the post office at Stanton's store and at the school-house in Oxford, believed to be three of the most public places in the township.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"MARCH 24TH, 1872.

"At a special meeting of the board of Oxford township, held this day—George T. Walton, trustee, and John H. Folks present—a copy of the — Commonwealth was presented, in which the law relating to the bridge bonds was published, in which it was made necessary to give 30 days' notice thereon. It was ordered that said election be held on the 8th day of April, 1872, and additional notices were appended to the original notice posted as above stated, so continuing the time until the said 8th day of April.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"APRIL 8TH, 1872.

"At a special election held in pursuance of notices and of the act of March 1st, 1872, authorizing the trustee, treasurer, and clerk,
72 or any two of them, of the township of Oxford, county of Sumner, and State of Kansas, to subscribe stock in the Oxford Bridge Company to the amount of $10,000, to aid in the construc-

tion of a bridge across the Arkansas river at Oxford, in said county and State, and to issue bonds of said township in payment thereof.

"GEORGE T. WALTON,
"EDWARD SLAY, SR., AND
"JAMES THOMPSON, *Judges.*
"AND JAMES O'CARPENTER AND
"W. H. KNAPP, *Clerks.*

"Whole number of electors voting, 140; for the bridge and bonds 126; against the bridge and bonds, 14. Walton to return poll-books.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"APRIL 10, 1872.

"At a meeting of the trustee and clerk of Oxford township to take into consideration *of* the subscribing of stock in the Oxford Bridge Company—present, George T. Walton, trustee, and John H. Folks, clerk—it was ordered that the said George T. Walton, trustee, and John H. Folks, clerk, do subscribe to the capital stock of the Oxford Bridge Company for such amount of capital stock as the ten-thousand-dollar bonds may purchase, not to be less than eighty-three shares of said stock, and the said George T. Walton and John H. Folks are further authorized to vote the number of votes said township shall be entitled to at any meeting of stockholders of said bridge company during their continuance in office, in pursuance of law. Also ordered that a copy of said law be sealed in this book.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"APRIL 12TH, 1872.

"At a meeting of the board of Oxford township, George T. Walton, trustee, T. E. Clark, treasurer, and John H. Folks, clerk, were present, and subscribed the said bonds to the Oxford Bridge & Ferry Company, and participated in the stockholders' meeting of said company for and on behalf of the said township, and George T. Walton, T. E. Clark, and John H. Folks were elected directors of said Oxford Bridge & Ferry Company. Said township board authorized
73 William J. Hobson to procure the printing of suitable bonds, and also authorized said William J. Hobson to contract the sale of said bridge bonds at not less than 83 cents and such higher amount as he may be able to procure; and it was further agreed by said William J. Hobson, in behalf of C. Baker & Co., that if he shall not be able to sell said bonds for 83 cents or over, the said C. Baker & Co. will take said bonds in payment for the township stock, at 83 cents on the dollar, and make a good and sufficient bond to Oxford township, conditioned that said company will build said bridge, in all respects, in conformity to contract this day signed by the said C. Baker & Co. and the directors of said Oxford Bridge & Ferry Company, said bond to be delivered to the township board of Oxford township, and the bridge bonds to be delivered to said William J. Hobson as soon as may be after said bonds are printed.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*"

And that the foregoing were all the proceedings ever had or taken by and before said township board in respect of the issuance of said bonds, except as set forth in finding No. 111.

XI. That on the 8th day of April, 1872, an election was actually held in the defendant township upon the question, and with the result set forth on the face of the bonds.

XII. That the Oxford Bridge & Ferry Company was, from the 1st day of March, 1872, a private corporation duly incorporated and organized under the laws of the State of Kansas, with a capital stock of $14,500, for the purpose of erecting and maintaining a bridge and ferry for toils across the Arkansas river at the town of Oxford, in the county of Sumner and State of Kansas, and that the bridge, in aid of the erection whereof said bonds were issued and delivered, was kept and maintained by the said Oxford Bridge & Ferry Company as a toll bridge from the time of its completion until about the 9th day of June, 1876, when it was entirely destroyed and swept away by the waters of the said river.

74 XIII. That the auditor of the State of Kansas, on the 25th day of April, 1872, endorsed on each of said bonds his certificate duly signed and attested by his seal of office, as follows, viz:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the Legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, and other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2d, 1872. Witness my hand and official seal this 25 day of April, 1872.

[Seal of the Auditor of the State.]

A. THOMAN,
Auditor of the State.

As matter of law the court finds that the plaintiff is not entitled to recover, and orders judgment for the defendant for its costs, to which the plaintiff excepts.

DAVID J. BREWER,
Circuit Judge.

Endorsed: No. 4421. M. R. Crow *vs.* Oxford T'p. Findings. Filed Jan. 13, 1886. A. S. Thomas, clerk.

75 Know all men by these presents that we, Moses R. Crow, as principal, and James K. O. Sherwood and Thomas F. Ward, as sureties, are held and firmly bound unto the Township of Oxford, Sumner County, Kansas, in the full and just sum of five hundred dollars, to be paid to the said Township of Oxford, its certain attorney, representatives, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators or assigns, jointly and severally, by these presents.

Sealed with our seals and dated this 23d day of Jan'y, 1886.

Whereas lately at a term of the circuit court of the United States of America for the 8th circuit and district of Kansas, in a suit depending in said court between Moses R. Crow against The Township of Oxford, Sumner County, Kansas, judgment was rendered against the said plaintiff, and the said plaintiff having obtained a writ of error, and filed a copy thereof in the clerk's office of said court, to remove the judgment rendered in said suit, and a certain citation directed to the said Township of Oxford, citing and admonishing it to be and appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next:

Now, the condition of the above obligation is such that if the said Moses R. Crow, plaintiff, shall prosecute his writ of error to effect and shall answer all costs if he shall fail to make good his plea, then the above obligation to be void; else to remain in full force and virtue.

In witness whereof we have hereunto set our hands and seals the day and year first above written.

76 MOSES R. CROW, *Pl'ff*,
By S. E. BROWN, *His Att'y.*
J. K. O. SHERWOOD. [L. S.]
THOS. F. WARD. [L. S.]

Approved:
C. G. FOSTER, *Judge.*

Endorsed: No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Bond. Filed April 27, 1886. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

77 No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Copy of bond.

78 UNITED STATES OE AMERICA, } *ss:*
District of Kansas, }

I, A. S. Thomas, clerk of the circuit court of the United States of America for the district of Kansas, do hereby certify the foregoing to be a true, full, and correct copy of the record of all the proceedings from the record and papers of said court in the action — Moses R. Crow *v.* The Township of Oxford, Sumner County, Kansas, No. 4421 in said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at my office, in Topeka, in said district of Kansas, this 24th day of June, A. D. 1886.

{ [The Seal of the Circuit Court of the United States, District of Kansas. 1862.] }

A. S. THOMAS, *Clerk.*

79 The president of the United States to the honorable the judges of the circuit court of the United States for the district of Kansas, Greeting:

UNITED STATES OF AMERICA, *ss:*

Because in the record and proceedings as also in the rendition of the judgment of a plea which is in the circuit court before you, between Moses R. Crow and The Township of Oxford, Sumner County, Kansas, a manifest error hath happened, to the great damage of the said plaintiff, as by his complaint appears, we, being willing that error, if any hath been, should be duly corrected and a full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the second Monday of October next, in the said Supreme Court to be then and there held, that, the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error what
80 of right and according to the laws and custom of the United States should be done.

Witness the Honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States of America, this 27 day of April, A. D. 1886.

{ [The Seal of the Circuit Court of the United States, District of Kansas. 1862.] }

A. S. THOMAS,
Clerk of the Circuit Court of the United States for the District of Kansas.

Allowed:
C. G. FOSTER, *Judge.*

[Endorsed:] No. 4421. Moses R. Crow *vs.* The Township of Oxford, Sumner Co., Kansas. Writ of error. Filed April 27, 1886. A. S. Thomas, clerk, by Frank J. Thomas, deputy.

Endorsed on cover: Kansas C. C. U. S. No. 934. Moses R. Crow, plaintiff in error, *vs.* The Township of Oxford, Sumner County, Kansas. Filed July 9, 1886.

119-213

Office Supreme Court U. S.
FILED
SEP 9 1886
JAMES H. McKENNEY,
CLERK.

IN THE

Supreme Court of the United States.

MOSES R. CROW,

Plaintiff in Error,

vs.

THE TOWN OF OXFORD, Sumner Co. Kansas,

Defendant in Error.

October Term, 1886—No. 934.

In Error to the Circuit Court of the United States, District of Kansas.

BRIEF OF PLAINTIFF IN ERROR.

S. E. BROWN,

Attorney for Plaintiff in Error.

Hon. J. WADE McDONALD,

Attorney for Defendant in Error.

GLOBE STATIONERY & PRINTING CO., 69 LIBERTY STREET, NEW YORK.

Supreme Court

OF THE UNITED STATES.

MOSES R. CROW, *Plaintiff in Error.* *vs* THE TOWNSHIP OF OXFORD, *Defendant in Error.*	*Oct. Term* 1886. *No.* 934.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, DISTRICT OF KANSAS.

BRIEF FOR PLAINTIFF IN ERROR.

STATEMENT.

The action was brought to recover the amount of ten bonds of $500 each, made by the defendant, and one hundred and forty coupons attached to said bonds of $25 each, in all the sum of $8,500 with interest on each of said bonds and coupons from its maturity.

A trial by jury was waived and the cause was tried by the Court which found as follows (transcript pp. 63—67).

Findings of Fact and Law.

IN THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF KANSAS.

MOSES R. CROW *vs.* THE TOWNSHIP OF OXFORD, SUMNER CO., KANSAS.	No. 4421.

This cause came on to be heard on the — day of —— 1884, a jury being waived by written stipulation filed herein and the case being tried before the court—Mr. Brown for plaintiff, Mr. McDonald for defendant—the court finds as follows as to facts:

I. That the defendant, on the 15th day of April, 1872, made its twenty bonds for $500 each, numbered from one to twenty, both inclusive, one of which bonds is as follows, viz.:

No. 1. UNITED STATES OF AMERICA. $500.

Oxford Township Bridge Bond, County of Sumner, State of Kansas.

The Township of Oxford, in the County of Sumner and State of Kansas, hereby promises to pay to ——, or bearer, the sum of five hundred dollars on the 15th day of April, A. D. 1882, with interest thereon at the rate of ten per cent. per annum, payable semi-annually on the 15th day of October and April in each year upon presentation of the coupons therefor hereto attached, both principal and interest payable at the American Exchange National Bank, in the City of New York.

Endorsed across the face of said bonds are the figures $500.

This bond is one of an issue of ten thousand dollars made for the purpose of aiding in the building of a bridge across the Arkansas river at the town of Oxford, in the County of Sumner and State of Kansas, and in pursuance of an act of the Legislature of the State of Kansas entitled, "An act authorizing the trustee, treasurer and clerk (or any two of them) of the township of Oxford, county of Sumner and State of Kansas, to subscribe for stock in the Oxford Bridge Company to the amount of ten thousand (10,000) dollars to aid in the construction of a bridge across the Arkansas river at Oxford, in said county and State, and to issue bonds of said township in payment therefor," approved March 1, 1872, and in pursuance of a vote of the qualified electors of said township had at an election held therein on the 8th day of April, A. D. 1872, which said election resulted in a majority of 112 in favor of issuing said bonds in a total vote of 140.

The faith of said township and the receipts for tolls of said bridge are pledged to the payment of this bond and interest.

In testimony whereof the township trustee, clerk and treasurer of township have caused this bond to be issued, duly signed, attested and countersigned, this 15th day of April, A. D. 1872.

Countersigned:

GEORGE T. WALTON, *Trustee.*
T. E. CLARK, *Treasurer.*
Attest: JOHN H. FOLKS, *Clerk.*

And on the same day it made its coupons or interest warrants attached to said bonds for the semi-annual interest on the same, one of which coupons is as follows:

$25.00. OXFORD TOWNSHIP.

On the 15th day of April, 1882, the treasurer of the township of Oxford, in the county of Sumner and State of Kansas, will pay to bearer the sum of twenty-five

dollars at the American Exchange National Bank, in the city of New York, being the semi-annual interest due on bond No. 1, issued April 15, A. D. 1872. 20.

(Signed) GEORGE T. WALTON, *Trustee.*
Attest: JOHN H. FOLKS, *Clerk.*

The other of said bonds being in all respects the same, except the number, and the other of the said coupons being of the same tenor and effect and in all respects the same, except the numbers and date of maturity.

II. That said bonds were made for the purpose of aiding in the construction of a bridge across the Arkansas river at the town of Oxford in said township.

III. That said bonds were issued and delivered in payment of stock of the corporation which erected said bridge.

IV. That the plaintiff is the owner and holder of the bonds and coupons sued on, to wit, bonds numbers 1, 2, 4, 13, 14, 15, 16, 17, 18, 20, and coupons attached to each from coupon 7 to this date, including coupon 7, and that the plaintiff purchased the same before the maturity thereof, for value, and is now the owner and holder of said bonds and coupons, and that he made purchase thereof without actual notice of any defense to said bonds and coupons, or of any defect or infirmity in and about the proceedings of their issuance.

V. That said bridge was duly erected, and the defendant township subscribed for eighty-five shares of the stock thereof of the face value of one hundred dollars each, and has ever since been, and now is, the owner and holder of said stock.

VI. That the defendant township paid interest on said bonds up to the 15th day of April, 1877.

VII. That the defendant township received dividends from its stock in said bridge from the month of October,

1872, until the month of June, 1876, and that said dividends amounted to about the sum of six hundred and fifty dollars per annum.

VIII. That chapter 158 of the laws of Kansas for 1872, being the act referred to on the face of said bonds, was not published, and did not take effect until the 21st day of March, 1872.

IX. That chapter 68 of the laws of Kansas for 1872 was published and took effect on the seventh day of March, 1872.

X. That the following proceedings were had and taken by the trustee, treasurer, and clerk of said township on the dates hereinafter set forth, as shown by the public records of said township, to wit:

"MARCH 8th, 1872.

"Township board met.

"Present: George T. Walton, trustee, and John H. Folks, Clerk.

"The fact being known to the clerk that an act authorizing a majority of the township board to issue bonds for $10,000, and to subscribe stock in the Oxford Bridge Company after giving notice thereof, and the voters of Oxford township voting thereon, was passed and approved on the first day of March, 1872, and believing that—owing to the danger of a June freshet, injuring or preventing work and increasing the cost of said bridge, and believing the law only required 20 days' notice, it was ordered that such notice be given immediately, which notice was given by written notices posted on Clark's store, on the post-office at Stanton's store and at the school-house in Oxford, believed to be three of the most public places in the township.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"MARCH 24TH, 1872.

"At a special meeting of the board of Oxford township, held this day—George T. Walton, trustee, and John H. Folks present—a copy of the—Commonwealth was presented, in which the law relating to the bridge bonds was published, in which it was made necessary to give 30 days' notice thereon. It was ordered that said election be held on the 8th day of April, 1872, and additional notices were appended to the original notices posted as above stated, so continuing the time until the said 8th day of April.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"APRIL 8TH, 1872.

"At a special election held in pursuance of notices and of the act of March 1st, 1872, authorizing the trustee, treasurer, and clerk, or any two of them, of the township of Oxford, county of Sumner, and State of Kansas, to subscribe stock in the Oxford Bridge Company to the amount of $10,000, to aid in the construction of a bridge across the Arkansas River at Oxford, in said county and State, and to issue bonds of said township in payment thereof.

"GEORGE T. WALTON,
"EDWARD SLAY, SR., AND
"JAMES THOMPSON, *Judges.*
"AND JAMES O'CARPENTER AND
"W. H. KNAPP, *Clerks.*

"Whole number of electors voting, 140; for the bridge and bonds 126; against the bridge and bonds, 14. Walton to return poll-books.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

"APRIL 10TH, 1872.

"At a meeting of the trustee and clerk of Oxford township to take into consideration *of* the subscribing of stock in the Oxford Bridge Company—present, George T. Walton, trustee, and John H. Folks, clerk—it was ordered that the said George T. Walton, trustee, and John H. Folks, clerk, do subscribe to the capital stock of the Oxford Bridge Company for such amount of capital stock as the ten-thousand-dollar bonds may purchase, not to be less than eighty-three shares of said stock, and the said George T. Walton and John H. Folks are further authorized to vote the number of votes said township shall be entitled to at any meeting of stockholders of said bridge company during their continuance in office, in pursuance of law. Also ordered that a copy of said law be sealed in this book.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*

APRIL 12TH, 1872.

"At a meeting of the board of Oxford township, George T. Walton, trustee, T. E. Clark, treasurer, and John H. Folks, clerk, were present, and subscribed the said bonds to the Oxford Bridge and Ferry Company, and participated in the stockholders' meeting of said company for and on behalf of the said township, and George T. Walton, T. E. Clark, and John H. Folks were elected directors of said Oxford Bridge & Ferry Company. Said township board authorized William J. Hobson, to procure the printing of suitable bonds, and also authorized said William J. Hobson to contract the sale of said bridge bonds at not less than 83 cents and such higher amount as he may be able to procure; and it was further agreed by said William J. Hobson, in behalf of C. Baker & Co., that if he shall not be able to sell said bonds for 83 cents or over, the said C. Baker & Co. will take said bonds in payment for the township

stock, at 83 cents on the dollar, and make a good and sufficient bond to Oxford township, conditioned that said company will build said bridge, in all respects, in conformity to contract this day signed by the said C. Baker & Co. and the directors of said Oxford Bridge & Ferry Company, said bond to be delivered to the township board of Oxford township, and the bridge bonds to be delivered to said William J. Hobson as soon as may be after said bonds are printed.

"GEORGE T. WALTON, *Trustee.*
"JOHN H. FOLKS, *Clerk.*"

And that the foregoing were all the proceedings ever had or taken by and before said township board in respect of the issuance of said bonds, except as set forth in finding No. 11.

XI. That on the 8th day of April, 1872, an election was actually held in the defendant township upon the question, and with the result set forth on the face of the bonds.

XII. That the Oxford Bridge & Ferry Company was, from the 1st day of March, 1872, a private corporation duly incorporated and organized under the laws of the State of Kansas, with a capital stock of $14,500, for the purpose of erecting and maintaining a bridge and ferry for tolls across the Arkansas river at the town of Oxford, in the county of Sumner and State of Kansas, and that the bridge, in aid of the erection whereof said bonds were issued and delivered, was kept and maintained by the said Oxford Bridge & Ferry Company as a toll bridge from the time of its completion until about the 9th day of June, 1876, when it was entirely destroyed and swept away by the waters of the said river.

XIII. That the auditor of the State of Kansas, on the 25th day of April, 1872, endorsed on each of said bonds his certificate duly signed and attested by his seal of office, as follows, viz:

I, A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office in accordance with an act of the Legislature entitled "An act to authorize counties, incorporated cities, and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, and other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2d, 1872. Witness my hand and official seal this 25th day of April, 1872.

[Seal of the Auditor of State.]

A. THOMAN,
Auditor of the State.

As matter of law the court finds that the plaintiff is not entitled to recover, and orders judgment for the defendant for its costs, to which the plaintiff excepts.

DAVID J. BREWER,
Circuit Judge.

The court held upon the findings of facts and concluded as matter of law that the plaintiff was not entitled to recover, and ordered judgment for the defendant for its costs, and thereupon judgment was entered against the plaintiff for costs—a motion for a new trial having first been filed, argued and over-ruled. The plaintiff duly excepted to the conclusion of law and the correctness of that decision is the only contention here, the findings of fact being substantially correct. It is not deemed necessary to state the facts here in detail, the above quoted findings being all that is essential to a clear understanding of the case.

ARGUMENT.

I.

Certain other coupons from the said issue of bonds, were before this Court in McClure *vs.* Oxford, 94 U. S. 439, but upon an entirely different state of facts and law, and that case, so far from being conclusive here, is not to be regarded even as an authority on the facts and statute law as presented in this record and the argument.

The basis of the decision in McClure *vs.* Oxford, *supra*, is that the law mentioned in the bond was not in force when the proceedings resulting in the vote and the issuance of bonds were begun and hence there was *no* authority of law for the bonds. That act is as follows:

CHAPTER CLVIII.

OXFORD TOWNSHIP—MAY SUBSCRIBE STOCK.

An act authorizing the trustee, treasurer and clerk (or any two of them) of the township of Oxford, County of Sumner and State of Kansas, to subscribe for stock in the "Oxford Bridge Company," to the amount of ten thousand dollars to aid in the construction of a bridge across the Arkansas River at Oxford, in said County and State, and to issue the bonds of said township in payment therefor.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1.—That the trustee, treasurer and clerk of Oxford Township, in the County of Sumner and State of Kansas (or any two of them) be and they are hereby authorized and directed to issue the bonds of said township to the amount of ten thousand dollars for the purpose of aiding in the building and constructing a bridge across the Arkansas River at the town of Oxford, in said County and State.

SEC. 2.—The bonds herein provided for shall be issued in sums not less than five hundred dollars each, payable ten years from the date of their issuance, and shall draw interest at the rate of ten per cent. per annum, payable semi-annually in the City of New York.

SEC. 3.—That interest coupons shall be attached to said bonds and signed by the trustee and attested by the clerk of said township.

SEC. 4.—The said bonds shall contain a statement of the purpose for which they were issued, and a reference to the act under which they were issued, and the result of the vote of the inhabitants of said township on the question of the issuance of said bonds.

SEC. 5.—Before any of the bonds hereinbefore mentioned shall be issued, the question of issuing said bonds shall be submitted to the legal voters of said township at an election to be held for that purpose, which said election shall be conducted in all respects in conformity with the general election laws of this State. The time and place of holding said election shall be designated by the said trustee, treasurer, and clerk (or any two of them) by giving at least thirty days' notice by posting written or printed notices thereof in three of the most public places of said township. The ballots to be used at said election shall be written or printed "For the bridge and bonds," or "Against the bridge and bonds," and if at said election a majority of said votes be for the bridge and bonds the said bonds shall be issued and not otherwise.

SEC. 6.—The said township officers shall levy each year and cause to be collected as other taxes are collected and in the manner provided by an act to authorize municipal townships to issue bonds and approved March 2, A. D. 1870, a sufficient tax to pay the interest on said bonds as the same may become due and payable, and also a sufficient fund to provide a sinking fund for the extinguishment of said debt when it shall become due for the final redemption of said bonds, and when paid into the proper treasury shall be and remain a

specific fund for such purpose only; which said fund and the accumulations and proceeds thereof shall be invested, used and applied in the manner hereinbefore provided by this act.

SEC. 7.—This act shall take effect from and after its publication in the Kansas *Weekly Commonwealth*.

Approved March 1, 1872.

I hereby certify that the foregoing is a true and correct copy of the original enrolled bill now on file in my office, and that the same was published in the Kansas *Weekly Commonwealth*, March 21, 1872.

W. H. SMALLWOOD,
Secretary of State.

This law was passed March 1, 1872, but did not take effect till March 21, 1872. It was a special act, as appears clearly from its provisions to authorize the township of Oxford to issue these bonds.

On the next day March 2, 1872, the legislature of Kansas passed a general law on the subject of municipal aid by counties, cities and townships to various works of internal improvement including bridges, as follows:

CHAPTER LXVIII.

BRIDGE AND IMPROVEMENT BONDS.

An act to authorize counties, incorporated cities and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, waterpower, or other works of internal improvement, and providing for the registration of such bonds, the registration of other bonds, and the repealing of all laws in conflict therewith.

Be it enacted by the Legislature of the State of Kansas.

SECTION 1. That the board of county commissioners of any county, the mayor and common council of any in-

corporated city, the trustee, clerk and treasurer of any municipal township, in this State, are hereby empowered to issue the bonds of such county, city or township, in any sum necessary, not greater than ten per cent., inclusive of all other bonded indebtedness, of the taxable property of such county, city or township, for the purpose of building bridges, free or otherwise, or to aid in the construction of railroads or water-power by donation thereto, or the taking of stock therein, or for other works of internal improvement;

Provided, That all counties may issue in addition to the amount authorized by this section, bonds not to exceed one hundred thousand dollars, and all counties having property of an assessed valuation of three million dollars or more, may issue in addition thereto, two hundred thousand dollars.

Provided further, That under a proposal for aid to any railroad, any township having less than two hundred thousand dollars, taxable property, may issue in addition to the ten per cent. authorized in this section, ten per centum of an amount equal to the number of miles of railroad, (agreed under such proposal to be constructed within such township), multiplied by six thousand.

And provided further, That the limit prescribed in this section shall not apply and be considered to restrict or prevent the issuing of any bonds heretofore voted, or vote now pending, in any county or township in this State, and which bonds may not have yet been issued, but that the limit herein shall only be considered as applying only to the issuing of bonds to be hereafter voted under this law.

SEC. 2.—Such bonds shall be issued in denominations of not less than one hundred dollars, and shall be payable at such place in the city of New York, as the officers issuing the same may direct, in not less than five nor more than thirty years from the date thereof, with interest not to exceed ten per centum per annum, all in

the discretion of the officers issuing the same, which said interest shall be payable semi-annually, at such place where the principal sum is made payable, and for which said interest, said bonds shall have coupons attached; such bonds if issued by a county, shall be signed by the chairman of the of the board of county commissioners, and attested by the county clerk; if issued by a city, shall be signed by the mayor, and attested by the city clerk; and if issued by a township, shall be signed by the township trustees, and attested by the township clerk.

SEC. 3.—Before any bonds shall be issued, as herein provided, the same shall be ordered by a vote of the qualified electors of such county, city or township.

SEC. 4.—When a petition signed by at least one-fifth of the voters of any county, incorporated city or municipal township, said one-fifth to be determined by a reference to the returns of the last preceding general elections, shall be presented to the board of county commissioners of such county, the mayor and common council of such city, or the trustee, clerk, and treasurer of such municipal township, asking that a vote be taken upon the question of building a bridge, or in aid of the construction of a railroad, or water-power, by donation thereto, or by the taking of stock therein, or for other works of internal improvement, such officers shall, within ten days after the presentation of such petition, call an election, to be held within thirty days thereafter, in such county, city or township, and shall give notice of such election by publication, for at least three consecutive weeks in each newspaper published in such county, city or township, if any be published therein, and if none be published therein, by posting up written or printed notices, in at least five public places in each voting precinct in such county, city or township, for at least twenty days preceding such election, which notice shall set forth the time and place of holding such election, the bridge proposed to be built, and for which

bonds are to be voted, or the railroad or water-power, in the construction of which it is proposed to aid; whether such aid is to be by donation thereto, or the taking of stock therein, or other work of internal improvement, and for which bonds are to be voted. *Provided*, That a second special election upon any question or proposition under the provisions of this Act may, and shall be had upon a petition of two-fifths of the legal voters of said county, city, or township, and such question or proposition shall not again be submitted excepting at the Spring or Fall general election and upon the petition and notice herein first provided for.

SEC. 5.—Such elections shall be held at the usual places of holding elections in any such county, city or township, and shall be conducted by the officers or persons provided by law for the holding of elections in any county, city or township in this State, such elections to be in all respects governed, and the result declared, according to the rules and regulations provided by law for holding elections in any such county, city or township.

SEC. 6.—The vote at such elections shall be by ballot, the tickets having written or printed thereon the words, "for the bridge and bonds," or "against the bridge and bonds," or "for the railroad donation and bonds," or "against the railroad donation and bonds," or "for the railroad stock and bonds," or "against the railroad stock and bonds," or for or against other works of internal improvements as the case may be.

SEC 7.—All persons qualified voters, at any general election held under the laws of this State, shall be entitled to vote at such election.

SEC. 8.—Whenever any two counties, cities or townships are separated by a stream of water, which it is desirable to bridge, such counties, cities or townships, may join in the construction of the same, and the officers aforesaid of such counties, cities or townships shall determine the proportionate share of bonds to be issued

by each, and each county, city or township shall bear the same proportionate expense and cost of constructing and maintaining said bridge, and, if the same be a toll bridge, shall receive the same proportion of tolls collected therefrom; but each county, city or township shall vote separately on the issuing of bonds.

SEC. 9.—If a majority of the votes cast at any such election be in favor of the proposition and the issuing of bonds, then the officers of such county, city or township, if the proposition be for the building of a bridge or for other works of internal improvement, except railroads, for which bonds were voted, shall, without delay, give notice by publication in some newspaper of general circulation, published in the county, for at least twenty days, or, if there be no such newspaper published in such county, such notice shall be given by posting up written or printed notices for the same length of time, in at least three public places in the county, city or township wherein such bridge is to be built, or other work of internal improvement, as aforesaid, is to be constructed, and by giving such other notice as such officers may direct, that sealed proposals will be received until a certain hour of a day named in such notices, not to exceed thirty days thereafter for the building of such bridge or the construction of such other work of internal improvement, which notices shall set forth the location of the proposed bridge, or other work of internal improvement, with such particularity that an inspection of the premises may be had without difficulty; proposals for the building of any such bridge, or other work of internal improvement, shall be accompanied with complete plans and specifications of the same; the price to be charged therefor in the bonds of such county, city or township at par value, together with a bond or undertaking with good and sufficient security in double the amount of the proposed cost thereof, conditioned for the faithful execution of the work proposed, and the carrying into effect of any contract made in reference thereto.

That if the proposition voted for be to aid in the construction of a railroad (either by donation thereto or the taking of stock therein) or other work of internal improvement, then the proper officers of such county, city or township shall at once subscribe upon the books of such railroad, specifically setting forth the conditions upon which such subscription is made, the amount of such donation thereto, stock taken therein or bonds voted therefor.

SEC. 10.—The said officers of any county, city or township are hereby fully authorized and empowered to enter into any and all contracts necessary to carry into effect the provisions of this act.

SEC. 11.—That if the proposition for which bonds were voted be to aid in the construction of a railroad, or any bridge or other work of internal improvement, either by donation thereto or the taking of stock therein, then upon the subscription being made therefor, as hereinbefore provided, the officers of such county, city or township (shall thereupon issue the bonds of such county, city or township) for the amount of such subscription, and shall forthwith deliver the same, together with the original, or a copy of the subscription, setting forth its terms in full to the treasurer of the state, which said bonds shall be held by said treasurer of state in escrow until the conditions in the terms of the said subscription to such railroad or other work of internal improvement shall in all things be fully complied with; that upon the conditions of the said subscriptions being fully complied with, then the treasurer of state shall deliver such bonds to the parties entitled thereto, who shall have the same registered as hereinafter provided: *Provided*, That such bonds shall not bear interest or be negotiable until after the delivery and registration thereof: *And provided further*, That in case of a failure to comply with the conditions in the terms of such subscription, then such bonds shall be by the said treasurer of state cancelled, and re-delivered to the

county, city or township issuing the bonds: *And provided further*, That this section shall not apply where the people may have named some party as trustee in their vote on the proposition, and the contractor may thereafter agree to the same.

SEC. 12.—The officers of any county, city, or township issuing such bonds shall make registration thereof in a book to be kept for that purpose, showing the date, amount, number, maturity, and rate of interest of such bonds, and if issued for the building of a bridge, what bridge; or if to aid in the construction of a railroad or other work of internal improvement, of what railroad or other work of internal improvement, and whether the same be a donation or for stock therein, and shall at the time of the issuing of the same, make out and transmit to the auditor of state a certified statement of the number, amount and character of the bonds so issued, to whom issued and for what purpose, which statement shall be attested by the clerk of the county, city, or township issuing the same, together with the corporate seal of such county, city or township, if any such there be.

SEC. 13.—It shall be the duty of the clerk of each county, city, or township in this State, within sixty days from the taking effect of this Act, and thereafter on the first day of January and July of each year, and at such other times as the auditor of the state may request, to make out, certify and transmit to the auditor of state a full and complete statement of the bonded indebtedness of every description of such county, city, and township at the date of such statement, particularly setting forth the nature of such bonds, and for what the same were issued. Then the auditor of state upon the receipt of any such statement, shall in a book to be by him kept for that purpose, make a faithful record of the bonded indebtedness of the several counties, cities, and townships in this state, and shall note therein all bonds subsequently issued, paid or cancelled, as the same may be reported to him as aforesaid.

SEC. 14.—Within thirty days after the delivery of such bonds the holder thereof shall present the same to the auditor of state for registration, and the auditor shall, upon being satisfied that such bonds have been issued according to the provisions of this act, and that the signatures thereto of the officers signing the same are genuine, register the same in his office, in a book to be kept for that purpose, in the same manner that such bonds are registered by the officers issuing the same, and shall under his seal of office, certify upon such bonds the fact that they have been regularly and legally issued; that the signatures thereto are genuine, and that such bonds have been registered in his office according to law, for which registration and certificate, the auditor shall be entitled to a fee of one dollar for each bond so registered, to be paid by the holder thereof.

SEC. 15.—That the holder of bonds heretofore issued, or that may hereafter be issued, in pursuance of any contract heretofore made, under any law of this State, may have the benefits of this act by having such bonds registered in the office of said auditor of state, as provided herein for the registration of bonds (issued) by virtue hereof. It shall be the duty of the auditor of state, upon the registration of any bonds not issued under the provisions of this act, within ten days thereafter, to notify the officers issuing the same of such registration, which fact shall be entered by such officers in a book wherein such record of such bond is kept, and such bonds shall thereafter be considered registered bonds.

SEC. 16.—The auditor of state shall annually, on or before the 15th day of August, in each year ascertain the amount of interest accrued and to accrue before the tax for the next succeeding year shall be levied and collected (for the final redemption of the same) upon all bonds registered in his office, and shall certify the amount thereof to the clerk of the county in which such bonds were issued, specifically setting forth the amount thus due, and whether from the county,

or a particular city or township therein: *Provided, however*, That no tax shall be levied for the creation of a sinking fund until one-half of the time for which the bonds were issued has expired. *And provided further*, That this shall not be construed as to prevent any county to levy a tax for a sinking fund, if the board of county commissioners so desire.

SEC. 17.—The clerk of any county, upon receiving such certified statement from the auditor of state shall proceed to ascertain from the assessment roll of the county, the amount of taxable property in such county, city or township, and what percentage is required to be levied thereon to pay the said interest and to create a sinking fund in compliance with the certificate of the said auditor; and when so ascertained shall levy such percentage upon the taxable property of such county, city or township, and shall place the same upon the tax roll of the county in a separate column or columns, designating the purpose for which said taxes are levied, and the said taxes shall be collected by the county treasurer in the same manner that other taxes are collected.

SEC. 18.—The county treasurer of each county in this State shall, at the time of making his settlement with the state treasurer in each year, as may be provided by law, pay over to the state treasurer all moneys collected under and in pursuance of the provisions of this act, and shall take the state treasurer's duplicate receipt therefor, one copy of which shall be filed with the auditor of state and the other retained by such county treasurer.

SEC. 19.—Upon the receipt of such moneys by the state treasurer, he shall, out of the same at once proceed to pay off the interest accrued upon such registered bonds; that said treasurer shall take up the coupons for all interest thus paid, which coupons shall be filed with and cancelled by the auditor of the state, and the auditor's receipt taken therefor, and retained by said treas-

urer; and the moneys thus collected and remaining in the hands of the said state treasurer, after the payment of the said interest, as herein provided, except a sufficient amount to pay the accruing interest upon such bonds for the current year shall be retained as a sinking fund for the final redemption of such bonds and shall be by the said state treasurer at once invested as follows, to wit: *First*—In redeeming the bonds of the county, city, or township issuing the same. *Second*—In the bonds of the state of Kansas. *Third*—In the bonds of the United States. *Provided*, That the bonds thus purchased shall in all cases be purchased at the lowest market price. *Provided, however*, That no tax shall be levied for the creation of a sinking fund until one-half of the time for which the bonds were issued has expired.

SEC. 20.—The State shall be deemed the custodian only of the taxes so collected and credited to such county, city or township, and shall not be deemed in any manner liable on account of any such bond; but the tax and funds so collected, shall be deemed pledged and appropriated to the payment of the interest and principal of the registered bonds herein provided for, until fully satisfied, and the state treasurer shall be liable on his official bond for the faithful disbursement of all moneys so collected or received by him.

SEC. 21.—That when any registered bonds shall mature, the same shall be paid off by the state treasurer out of any money in his hands or under his control for that purpose, and when so paid the same shall be endorsed by the state treasurer on the face thereof in red ink, "Cancelled," together with the date of such payment and thereupon be filed with the auditor of state who shall enter satisfaction of such bonds in the record where the same are registered.

SEC. 22.—The treasurer and auditor of the State shall annually on the thirteenth day of November of each year publish a detailed statement of the business trans-

acted by them during the preceding year under the provisions of this act.

SEC. 23.—All laws or parts of laws of this State inconsistent with the provisions of this act, are hereby repealed.

SEC. 24.—This act shall take effect and be in force from and after its publication in the Kansas *Weekly Commonwealth*.

Approved March 2, 1772.

I hereby certify that the foregoing is a true and correct copy of the original enrolled bill now on file in my office, and that the same was published in the Kansas *Weekly Commonwealth*, March 7, 1872.

W. H. SMALLWOOD,
Secretary of State.

This law as is seen from this certificate appended and findings of fact (Trans. p. 65) took effect March 7, 1872, *just one day before* the proceedings to call the election to vote on the question of issuing these bonds were begun. So there was *ample legislative authority for the submission, the vote, and the issuance of the bonds, their registration, and for every step and proceeding taken and had* in connection therewith: And that *power* is all that is *essential*, will be shown by the authorities cited hereafter, under another head: *Now* it is sought to show that McClure *vs*. Oxford does not and cannot control the case.

The writer has carefully examined and read the record arguments of counsel on both sides and the decision in McClure *vs*. Oxford, and no where is there the slightest allusion to the act of March 2, 1872. Of course we concede this court and the court below take judicial notice of the statute law of every State in the Union; but such laws must be brought to the attention of the court by counsel, for the fact of the existence of this or that statute *may* not be known to this court; indeed it

would be beyond human power to know the infinite statutes of all the States; omniscience alone could take cognizance of them all. It is clear that this court in McClure *vs.* Oxford did not pass upon the Act of March 2d, or decide the case with any reference to that Act, for the case is decided on the simple ground that the Act of March 1st, not being a law, there was no power or authority and hence the bonds fell.

II.

It may be contended that as the bonds refer to the Act of March 1st, 1872, by title and date, there is some mysterious application of the doctrine of estoppel to be made that will defeat a recovery. There are several sufficient answers to such a proposition.

(*a*) An estoppel is a matter of fact and not of law; suppose the bond to refer to an Act that *never* had any existence whatever, not even an inchoate existence like the Act under consideration, inchoate as to the acts attempted to be done under it, would any one be bound by it, either the plaintiff or the defendant? But if either were bound then both were bound, for the estoppel must be mutual. In that case if the plaintiff here is held bound by the recital of the Act of March 1st, a recital that there is such a law, when it was not a law, then the defendant is also bound.

There is no law requiring any mention of the Act under which the bonds were issued, and the mention of the Act is therefore superfluous and may be rejected as surplusage.

Undoubtedly the plaintiff like the rest of mankind is bound to know the laws of Kansas. It is as though he had read them. But surely he is in no worse plight now than if he had read them. If he had read them

he could say and reasen thus: "The Act of March 1st, is not a law, never was a law at the time, but I find the very next day a law, conferring the precise power in full force and effect, and the highest court in the land having held that I need only look to the power I will buy these bonds." I do not say this is the course of reasoning adopted by every buyer of bonds but it is one he has the right to adopt; of course, as matter of fact when they are on the market in New York with the auditor's certificate they are taken as valid bonds.

Suppose the Act of March 1st, had *never* been published in the *Commonwealth*, and never become a law would this court with the Act of March 2d, staring it in the face conferring the power to do the thing that was done declare the bonds void? But the Act of March 1st, was not a law so far as this is concerned, it was so to speak "a non-law."

(*b.*) However, this may be the reference to an Act in the bond is no part of the obligation of the bond. It is a perfect and complete promise to pay if it admits a debt, and undertakes to pay it and is duly executed. The long series of decisions of this court on the subject of estoppel by recital in bonds so familiar to the court and to every lawyer conversant with litigation over municipal bonds that it is needless to cite them, all refer to recitals of facts; recitals in such forms as these.

"In pursuance of a vote duly held" or "in conformity with a vote of the qualified electors at an election duly held," and analogous forms.

(*c.*) But the maxim *falsa demonstratio non nocet*, clearly appplies, and the question is put at rest by the decision in the Circuit and in this Court.

In Burr *vs.* Chariton 2d, McCrary 603, it was held:

1. Where the charter of a railroad company authorized it to receive subscriptions to its stock from a county without a vote of the people, *held*, that a prior special act of the legislature requiring a vote of the taxpayers as a condition precedent to such subscription, did not affect the validity of bonds in the hands of innocent purchasers.

INNOCENT HOLDERS OF MUNICIPAL BONDS.

2. The bonds having passed into the hands of innocent holders, it is enough if the power to issue them existed either under the charter or special act. The question whether the statute has been complied with is for the authorities of the county to determine.

Henderson & Shields, for plaintiff.

C. W. Bell and *C. L. Dobson*, for defendant.

"KREKLE, *District Judge*—The legislature of Missouri on the 20th day of Februrry, 1865, granted a charter to the Mississipi Railroad Company, to which defendant county in 1869 issued bonds in payment of a subscription of stock made thereto. This suit is brought on due and unpaid coupons of said bonds. The bonds issued are made payable to said railroad company or bearer. It appears that at the time of granting the charter and at the time of issuing the bonds there existed a special act applicable to the defendant county providing that whenever the county of Chariton wishes to subscribe to the capital stock of any railroad company, the county court shall cause an election to be held, and if a majority of all the resident taxpayers of said county shall vote for the subscription, the county court shall subscribe. The county court is prohibited by the act from taking stock unless the subscription was voted for by a majority of all the resident taxpayers.

"It is claimed that because the proceedings which led to the subscription and issuing of the bonds were not had under this special act, but under the provisions of the charter the bonds are therefore void for want of power in the county court to make the subscriptions and

issue the bonds. The bonds on their face recite that they were issued under the authority conferred by the charter of the company. The question whether this special act of March 12, 1859, relating to defendant county, was in force at the time of the issuing of the bonds, I shall not stop to discuss, holding that even if it was in force it does not affect the legality of these bonds. The charter of the Mississippi Railroad Company granted to it the privilege to obtain county subscriptions and the defendant county could avail itself of the opportunity to subscribe either under this power or the power granted by the special act, assuming that the latter was in force. It can scarcely be doubted that the legi s lature of Missouri had the power to except this railroad company out of any limitation which might have existed by virtue of the special act. Aside from all this it has been held that the issuing of the bonds raises the presumption that all preliminaries including the election required have been complied with and a *bona fide* holder is not bound to look beyond the question of power. *City of Lexington vs. Butler*, 14 Wall 283, Flagg *vs.* Palmyra, 33 Mo. 440.] *There is an abundance of power as claimed by either party to issue bonds. The recital in the bonds that they were issued under authority granted by the charter might be erroneous, yet if the special act authorized the issuing of them, that is sufficient.* The question is did *power* exist. *Whether the source thereof was correctly pointed out can make no difference.* But it is said that the provisions of the special act define who shall vote and that these have not been complied with. The answer is that the tribunal, the county court, was by law made the judge of such matters, and when they issued the bonds innocent holders had a right to presume that all preliminary requirements had been complied with. The objections urged against the validity of the bonds are not that there was no power to issue them, but that no power existed under the charter because the special act limits the power there granted. The defend-

ant county urging this objection can only do so on the assumption that the special act is in force. *If so, there existed power to issue the bonds, and the same having been issued the law will attribute the exercise of the authority to the true source in the furtherance of justice and good faith.* Eight years of interest have been paid on these bonds, thus affirming their validity and curing irregularities so far as such acts tend in that direction. The law of the case arising upon the facts is with the plaintiff and judgment accordingly."

Also in Johnson *vs.* January, (94 U. S. 202) it was held:

1. Where county bonds recite that they were issued in conformity to law as between the county and a *bona fide* holder no question involving the infirmity of the securities can be raised.

2. Taking and holding the certificate of stock and issuing and delivering the bonds and paying the interest for a time cured the defect as to the order for an election if such existed.

"MR. JUSTICE SWAYNE delivered the opinion of the court.

"This is an action brought to recover the amount of certain coupons taken from the bonds issued by the plaintiff in error to the St. Louis, Lawrence and Denver Railroad Company of which bonds the defendant in error was the holder.

"By consent of the parties the case was tried by the court without a jury. The court found the facts and gave judgment for the defendant in error. The plaintiff in error thereupon brought the case to this court for review.

"There is no dispute between the parties as to the leading facts of the controversy. The proper authorities submitted the question to the electors of the county whether the county should subscribe for $100,000 of the stock of the company to be paid for by issuing

its bonds to that amount. The election was ordered on the 25th of January, 1869, and took place on the 6th of April, 1869. The proposition was sanctioned by a majority of more than two to one. The bonds were thereafter executed and deposited as escrows. On the 22d of May, 1871, the commissioners made an order that they should be delivered and they were delivered accordingly. A certificate of stock was issued and delivered by the company and is still held by the county. It has never been surrendered nor offered to be surrendered. The bonds were signed by the chairman and clerk of the board of commissioners and attested by the county treasurer. There was in each one a recital. 'That this bond is executed and issued by virtue of and in accordance with an Act of the Legislature of Kansas entitled: 'An Act to authorize counties and cities to issue bonds to Railroad Companies' and is in pursuance of and in accordance with the vote of a majority of the qualified electors of the county of Johnson, at a regular election held on the 6th day of April, 1869." Each bore also the following indoresment."

"I. A. Thoman, auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued, that the signatures thereto are genuine and that the bond has been duly registered in my office, in accordance with an act of the legislature, entitled 'An act to authorize Counties, Incorporated Cities and Municipal Townships to issue Bonds for the purpose of building Bridges, aiding in the construction of Railroads or other works of internal improvements and providing for the Registration of such Bonds and the Repealing of all Laws in conflict therewith,' approved March 2, 1872, witness my hand and official seal this 21st day of March, 1872.

"The certificate is authenticated by the official signature and seal of the auditor.

"The road was finished and has since been in operation.

"The county and its inhabitants are in the enjoyment of the benefits arising from it.

"There is no imputation of any taint of fraud upon either side.

"The county authorities paid the interest upon the bonds for a time.

"The county has received what it contracted to receive and has paid what it contracted to pay.

"The plaintiff in the suit is the *bona fide* holder of the bonds.

"A case of stronger equity can hardly exist.

"Several objections have been taken to the validity of the bonds. They have been elaborately and ably argued upon both sides. The view which we take of the controversy renders it necessary to advert to one of the objections and to that one briefly. Our judgment will be placed upon a different ground.

"The Act mentioned in the recital in the bond was erroneously referred to. That act does not affect the case and may be laid out of view. The act of February 25, 1869, was in force when the order for the election was made. It gave ample authority for making the order and for all that was subsequently done. It is insisted that this act was repealed by the act of February 27, 1869. That the order for the election fell within the act repealed, and that consequently the election was held without any legal authority. Such repeal so far as as regards the authority to make the order and the continuing efficacy of the order, is strenuously controverted upon the other side.

"Whatever may be the fact, we are satisfied that after the passage of the act of 1869, all the proceedings were in substantial conformity to its requirements. It was in force before the election was held and until after the bonds were issued and delivered.

"This act like the act of 1868 authorized the commissoners to issue the bonds when the requirements of the law had been complied with. They were thus consti-

tuted a tribunal for the adjustment of all questions touching the subject. They were clothed with the power and charged with the duty to decide them. No appeal or review was provided for. Their issuing the bonds was the reflex and embodiment of their judgment that it was proper to do so. It implies a prior determination to that effect. The fact carries with it this presumption. In their recital the bonds say they were issued in conformity to law and in pursuance of the election held on the 6th of April, 1869. It is true they refer to the wrong statute, but *Falsa demonstratio non nocet.* The bad here does not hurt the good. The act of the commissioners was the act of the county and the county is conclusively bound by what they have done. As between the county and a *bona fide* holder no question involving the infirmity of the securities can be raised.

"The principle of estoppel applies and it precludes the obligor from interposing such a defense.

"Whether the certificate of the auditor of the state indorsed on the bonds has or has not the same effect is a point not necessary in this case to be considered. Taking and holding the certificate of stock, issuing and delivering the bonds, and paying the interest for a time cured the defect as to the order for an election, if any such existed. Under the circumstances a *bona fide* taker had a right to presume that everything had been properly done which was necessary to the validity of the bonds. When this suit was instituted the objections which have been made were too late.

"The views we have expressed have been repeatedly sustained by the adjudications of this court. *Supervisors vs. Schenck*, 5 Wall, 772, (72 U. S., XVIII 556); *Olcott vs. Supervisors*, 16 Wall, 698, (83 U. S. XXI 889); *Lexington vs. Butler*, 14 Wall, 283, (81 U. S. XX 809); *Pendleton Co. vs. Amy*, 13 Wall, 298, (80 U. S. XX, 579); *Meyer vs. Muscatine*, 1 Wall, 385, (68 U. S. XVII, 564); *Knox Co. vs. Aspenwall*, 21 How., 544, (62 U. S. XVI, 210); *Lynde vs. Winnebago Co.*, 16 Wall, 6, (83

U. S. XXI, 272); *Township of St. Joseph vs. Roger*, 16 Wall, 644, (83 U. S. XXI, 328); *Pine Grove vs. Talcott*, 19 Wall, 666, (86 U. S. XXII, 227).

"We refer especially to the closing part of the opinion in the case last mentioned.

But County of Anderson *vs.* Beall, is conclusive (5 S. C. Rep., 433 113 U. S. 227). Court says:

"Bonds issued by Anderson county in Kansas, under legislative authority and in payment of its subscription to the stock of a railroad company, after the majority of the voters of the county had, at an election, voted in favor of subscribing for the stock and issuing the bonds, recited, on their face, the wrong statute, but also stated that they were issued "in pursuance to the vote of the electors of Anderson county, of September 13, 1869." The statute in force required that at least 30 days notice of the election should be given, and made it the duty of the board of county commissioners to subscribe for the stock and issue the bonds, after such assent of the majority of the voters had been given. In a suit against the board on coupons due on the bonds, brought by a *bona fide* holder of them, it appeared by record evidence that the board made an order for the election 33 days before it was to be held, and had canvassed the returns and certified that there was a majority of voters in favor of the proposition, and had made such vote the basis of their action in subscribing for the stock and issuing the bonds to the company; and the court directed the jury to find a verdict for the plaintiff. Held: (1) The statement in the bonds, as to the vote, was equivalent to a statement that the vote *was one lawful and regular in form, and such as the law then in force required, as to prior notice;* (2) as respected the plaintiff, evidence by the defendant to show less than 30 days' notice of the election could not avail; (3) the case was within the decision in Town of Coloma *vs.* Eaves, 92 U. S., 484; (4) the rights of the plaintiff were not affected by any dealing by the board with the stock subscribed for; (5) the issue or use of the bonds not having been enjoined, for two years and a half between the day of election and the time the company parted with the bonds for value, and the county having for 10 years paid the interest annually on the bonds, it was estopped, as against the plaintiff, from defending, on the ground of a want of proper notice of the election; (6) as the bill of exceptions contained all the evidence, and the defendant did not ask to go to the jury on any question of

fact, and the questions were wholly questions of law and a verdict for the defendant would have been set aside, it was proper to direct a verdict for the plaintiff.

"* * * It is very clear that there was legislative authority, under the Act of 1869, for the issuing of the bonds in question. There was an election and the requisite majority of those who voted assented to the proposition for the subscription to the stock and the issue of the bonds, and the subscription was made by the proper officers, and they issued the bonds, and when it was certified to them that the road was completed to Garnett, they authorized the bonds to be delivered to the company, and the bonds were delivered in payment for the subscription and for the stock agreed to be taken. The only question made is as to the notice of the election.

It is contended that the recital in the bonds, that it is issued under the provisions of the Act of 1866 is a recital that only 20 days' notice of the election was given. But the meaning of the Act of 1866 was that at least 20 days' notice should be given, and even if the recital amounted to a statement that the notice prescribed by that Act had been given, it would not necessarily mean that exactly 20 days' notice or only 20 days' notice had been given. In the case of McClure *vs.* township of Oxford, 94 U. S. 429, cited by the defendant, the bonds were issued under an act which took effect only 18 days before the election was held, and, as the Act required 30 days' notice of the election, it was held that the face of the bonds, with the Act recited in it showed that the statute had not been complied with. Wherever the want of legislative authority appears by the face of the bonds taken in connection with the Act which the bond mentions, every taker of the bonds has notice of the want of power. But no such case is here presented. The bonds recites the wrong Act, but if that part of the recital be rejected, there remains the statement that the bond 'is executed and issued in pursuance to the vote of the elec-

tors of Anderson county, of September 13, 1869.' The Act of 1869 provides that when the assent of a majority of those voting at the election is given to the subscription to the stock, the county commissioners shall make the subscription, and shall pay for it, and for the stock thereby agreed to be taken, by issuing to the company the bonds of the county.

"The provision of section 51 is 'that when such assent shall have been given,' it shall be the duty of the county commissioners to make the subscription. What is the meaning of the words 'such assent?' They mean the assent of the prescribed majority, as the result of an election held in pursuance of such notice as the Act prescribes.

"The county commissioners were the persons authorized by the Act to ascertain and determine whether 'such assent' had been given, and necessarily so, because on the ascertainment by them of the fact of such assent, they were charged with 'the duty'—that is the language of making the subscription, and the duty of issuing the bonds. They were equally charged with the duty of ascertaining the fact of the assent. The record evidence of their proceeding shows that their order for the election was made 33 days before the election was to be held; that they met 'pursuant to law for the purpose of canvassing returns of the election,' that they discharged that duty and certified that there was a majority of votes in favor of the proposition; that in November, 1869, they resolved that, 'in accordance with the vote heretofore had and taken of the electors of said county to that effect,' they subscribed for the stock; and that in July, 1870, in their order authorizing the bonds to be delivered by Joy to the company, they recited that the bonds were issued '*according to the provisions of the vote of the electors of said county.*' *In view of all this, the statement by the commissioners in the bond, that it is issued in 'pursuance to the vote of the electors of Anderson county, of September* 13, 1869,' *is equiva-*

lent to a statement that 'the vote' was a vote lawful and regular in form, and such as the law then in force required in respect to prior notice. The case is, therefore, brought within the cases of which there is a long line in this court, illustrated by town of Coloma vs. Eaves, 92 *U. S.* 484, 491, *and which hold, in the language of that case, that where legislative authority has been given to a municipality or to its officers to subscribe for the stock of a railroad company, and to issue municipal bonds in payment, but only on some precedent condition, such as a popular vote, favoring the subscription and where it may be gathered from the legislative enactment that the officers of the municipality were invested with the power to decide whether the condition precedent has been complied with, their recital that it has been, made in the bonds issued by them and held by a bona fide purchaser, is conclusive of the facts, and binding upon the municipality; for the recital is itself a decision of the facts by the appointed tribunals. This doctrine is adhered to by this court.*

Dixon Co. vs. Field, 111 *U. S.* 83, 93, 94; *S. C.* 4 *Sup. Ct. Rep.* 315.

"In the present case there was nothing shown to rebut the presumption arising from the production of the coupons, that the plaintiff was *prima facie* the holder of them for value. The defendant did not show any want, or failure, or illegality of consideration. By the passage of the first resolution of November 5, 1869, the board thereby subscribed for the stock. The transactions between the board on the one side, and Mr. Joy, as president of the company, and the company, on the other side, before and at the time the bonds were finally delivered to the company, were an acceptance of the subscription. The statute (section 53) provided that, on the making of the subscription, the bonds should be issued to the company to pay for the subscription and for the

stock agreed to be taken. When the bonds were delivered to the company the transaction was complete, and the bonds, as they afterwards passed to *bona fide* holders, passed free from any impairment by reason of any dealing by the board with the stock subscribed for, to which the county became entitled by the issuing and delivering the bonds. The board may have committed an improper act in parting with the stock, but that is no concern of a *bona fide* holder of the bonds or coupons.

It is further to be said that if there was in fact any want of proper notice of the election, the omission was only an irregularity in the exercise of an express power to issue the bonds—an irregularity in respect to a step forming part of preliminary conditions, and that the failure of the municipality and of the tax-payers to enjoin the issue or use of the bonds, during the long period from the day of the election, September 13, 1869, *until the bonds were registered in March*, 1872, *when they still belonged to and were in the hands of the company, coupled with the annual payment by the county, for ten years, of the interest on the bonds are sufficient grounds for holding that the municipality is estopped from defending on the ground of such non-compliance with a condition precedent as is set up in this case,* after the bonds have been negotiated for value by the company. The record of the proceeding of the board shows that a tax was levied to pay the interest which fell due January 1, 1871, while the company still held the bonds. "

If there is no legislative authority or power given to a municipality to issue bonds, the recital of a dozen acts would not conclude. *There must be a power to make the bond before a binding recital can be made.*

It is reasoning in a circle to say, "The power exists because it is recited in the bonds, and it is recited because it existed." It is manifest from principle and authority that there can be no estoppel upon either the maker or the holder of the bond by the recital

of the existence of a particular act; that if there is no law for its issuance the bond falls—that if there is a a law, whether named in the bond or not, or whether the real law giving the power is the one named in the bond or not, the bond is valid. Hence, the plaintiff has the right to refer the bonds to the Act of March 2, 1872, which clearly confers all the needful power on the township.

III.

The plaintiff being an innocent holder need only look to source of power.

Dillon on municipal bonds, sec. 7, p. 15.

"* * * Irregularities in the exercise of the power, as against a holder for value, without notice of such irregularities constitutes no defense.

Dillon on municipal corporations, sec. 416, p. 508, 2d.

"* * * It is definitely settled by this court that mere *irregularities* in the exercise of the power will not avail as a defense against an innocent holder for value and that the only defense open against such a holder is the *want of power to issue the bonds.*

Municipal Corporations (Dillon) 3 ed. vol. 1, p. 519.

"* * * The case was considered to fall within the principle of the previous decisions. Mr. Justice Strong speaking for the court, after stating the facts as we have given them, observed: 'In view of these facts and the decisions heretofore made by this court the question cannot be considered an open one. We have recently reviewed

the subject in the case of the town of Coloma *vs.* Eaves (*supra*) and reasserted what had been decided before, namely that where legislative authority has been given to a municipality to subscribe for the stock of a railroad company, and to issue municipal bonds in the payment of the subscription on the happening of some precedent contingency of fact and where it may be gathered from the legislative enactment that the officers or persons designated to execute the bonds were invested with power to decide whether the contingency had happened or whether the fact existed, which was a necessary condition precedent to any subscription or issue of the bonds their decision is final in a suit by the *bona fide* holder of the bonds against the municipality and a recital in the bonds that the requirements of the legislative act have been complied with is conclusive. And this is more emphatically true where the fact is one peculiarly within the knowledge of the persons to whom the power to issue the bonds has been conditionally granted.

Municipal Corporations, (Dillon) 3 Ed. vol. 1, p. 545.

"The purchaser is bound to see that there exists legislative authority not in conflict with the State constitution for the issue of the bonds or commercial securities of the municipal public or *quasi* corporation, and is bound to notice the contents and recitals contained in the instruments; but if such bonds are duly executed by the proper officers, and if these officers are invested by the true construction of the legislative enactment in that regard with the power to decide whether conditions precedent have been performed, and the bonds contain a recital that such conditions have been complied with or a recital which implies such compliance whether the preliminary conditions consists of facts *en pais* or facts of record,—the issue of the bonds under such circumstances with such recital is conclusive against the muni-

cipality as to the fact or facts recited or implied in the recital, and estops it in an action by an innocent holder for value before due to show the contrary. This is the doctrine of the Supreme Court of the United States.

Knox Co. *vs.* Aspinwall, 21 Howard, 538 and 546.

Where the bonds of a county were issued in pursuance of a public statute of a state, any person dealing in them is chargeable with a knowledge of it.

When full power is conferred upon a board of commissioners to subscribe for the stock and issue the bonds, when a majority of the voters of a county had determined in favor of the subscription, after due notice of the time and place of the election, whether or not the election has been properly held and a majority of the votes of the county cast in favor of the subscription, is a question for the board.

After the authority has been executed, the stock subscribed, and the bonds issued and in the hands of innocent holders, it is too late even in a direct proceeding to call in question the decision of the board.

Much less can it be called in question in a collateral way to the prejudice of a *bona fide* holder of the bonds.

Where the bonds on their face import a compliance with the law under which they were issued, the purchaser is not bound to look further for evidence of a compliance with the conditions to the grant of the power.

A suit can be maintained upon the coupons without the production of the bonds to which they had been attached.

"* * * The Act in pursuance of which the bonds were issued is a public statute of a State and it is undoubtedly true that any person dealing in them is chargeable with a knowledge of it, and as this board was acting under delegated authority, he must show that the authority has been properly conferred. The court must therefore look into the statute for the purpose of determining this question, and upon looking into it we see that full power is conferred upon the board to subscribe for the stock and issue the bonds, when a majority of the voters of the county have determined in favor of the subscription after due notice of the time

and place of the election. The case assumes that the requisite notices were not given of the election and hence that the vote has not been in conformity with the law.

"This view would seem to be decisive against the authority on the part of the board to issue the bonds were it not for a question that underlies it, and that is, who is to determine whether or not the election has been properly held and majority of the votes of the county cast in favor of the subscription. Is it to be determined by the court in this collateral way in every suit upon the bond or coupon attached or by the board of commissioners as a duty imposed upon it before making the subscription?

"The court is of the opinion that the question belonged to this board. The Act makes it the duty of the sheriff to give the notices of the election for the day mentioned and then declare if a majority of the votes given shall be in favor of the subscription, the county board shall subscribe the stock. The right of the board to act in an execution of the authority is placed upon the fact that a majority of the votes had been cast in favor of the subscription and to have acted without first ascertaining it would have been a clear violation of duty and the ascertainment of the fact was necessarily left to the inquiry and judgment of the board itself as no other tribunal was provided for the purpose. This board was one from its organization and general duties fit and competent to be the depository of the trust thus confided to it. The persons composing it were elected by the county, and it was already invested with the highest functions concerning its general policy and fiscal interest.

"We do not say that the decision of the board would be conclusive in a direct proceding to inquire into the facts previously to the execution of the power, and before the rights and interests of third parties had attached, but after the authority has been executed, the stock subscribed, and the bonds issued, and in the hands of innocent holders, it would be too late even in a direct pro-

ceeding to call it in question. Much less can it be called in question to the prejudice of a *bona fide* holder of the bonds in this collateral way.

"Another answer to this ground of defence is that the purchaser of the bonds had a right to assume that the vote of the county which was made a condition to the grant of the power had been obtained from the fact of the subscription by the board to the stock of the railroad company and the issuing of the bonds.

"The bonds on their face import a compliance with the law under which they were issued. 'This bond,' we quote, 'is issued in part payment of a subscription of $200,000 by the said Knox County to the capital, etc., by order of the Board of Commissioners,' in pursuance of the 3d section of the Act etc., passed by the General Assembly of the State of Indiana, and approved 15th January, 1849.

"The purchaser was not bound to look further for evidence of a compliance with the conditions to the grant of the power. This principle was recently applied in a case in the Court of Exchequer in England, 6 Ellis and Blackburn, 327, the Royal British Bank *vs.* Turquand. It was an action upon a bond against the defendant as manager of a joint stock company. The defense was a want of power under the deed of settlement or charter to give the bond. One of the clauses in the charter provided that the directors might borrow money on bonds in such sums as should from time to time by a general resolution of the company be authorized to be borrowed. The resolution passed was considered defective, Jervis, Ch. B., in delivering the judgment of the Court observed. 'We may now take it for granted that the dealings with these companies are not like dealings with other partnerships, and that the parties dealing with them are bound to read the statute and the deed of settlement. But they are not bound to do more. And the party here on reading the deed of settlement would find not a prohibition from borrowing but a per-

mission to do so on certain conditions. Finding that the authority might be made complete by a resolution he would have a right to infer the fact of a resolution authorizing that which on the face of the document appeared to be legitimately done.'

"See also S. C., 5 Ellis and Bl., p. 245 and 25 Eng. L. and Eq., p. 114 Maclae *vs.* Sutherland. The principle we think sound, and is entirely applicable to the question before us."

Knox Co. *vs.* Aspinwall, 21 Howard, 539.

See also Gelpcke *vs,* Dubuque, 1st Wallace, 220.

That the township had the power to issue the bonds in question under the ample provisions of the Act of March 2, 1872, cannot admit of a doubt.

IV.

These bonds are duly certified by the auditor of the State of Kansas, (See certified trans., p. 67) under and as authorized by the very law under consideration —the law to which alone their issuance can be referred— the Act of March 2.

This certificate declared to all the world that the bonds were regularly and legally issued and that the signatures are genuine. The effect of this certificate has been judicially declared in Lewis *vs.* Barber Co., 105 U. S., 732, as follows:

1. Bonds executed under the Kansas Act of 1872 could be registered and issued when the subscription was payable immediately and without conditions, without their being in the first instance delivered to the treasurer of state, and by him delivered to the party entitled thereto.

2. Where such bonds do not upon their face indicate that they were delivered upon the performance of certain condi-

tions, but are made payable unconditionally, the county is *estopped* as against a *bona fide* purchaser to deny that they are of the class which might have been delivered at once and without going through the hands of the state treasurer to the auditor of state and being registered and certified as regularly and legally issued.

3. In such a case the action and certificate of the auditor of the state must be deemed conclusive evidence as between the county and a *bona fide* purchaser, that the bonds were regularly and legally issued, and therefore negotiable in the fullest sense of the word.

Submitted Jan. 11, 1882—Decided Mar. 13, 1882.

"* * * Now it is to be observed that the bonds do not upon their face indicate that they were deliverable upon the performance of certain conditions. They are made payable unconditionally to bearer at a designated place and at a specified time. By the Act of the county officers intrusting the bonds to one upon whom no official responsibility rested, that individual was enabled to represent himself to the auditor as presumptively the owner, because the bearer of the bonds. But these facts, it is insisted, are of no consequence in view of the statutory provision, declaring in effect, that bonds of the kind here in suit, 'shall not bear interest or be negotiable' until after their delivery by the state treasurer to the parties entitled thereto. *Whatever force might be conceded to this argument, looking alone to the requirements of the 11th section of the act, we are of the opinion that more consequence is to be attached to the action of the auditor of state under the 14th section than seems to have been done by the court below. The presumption is that the legislature while aiming to guard local communities against the fraudulent conduct of their officers intended also to afford in some degree protection to those becoming in good faith purchasers of municipal securities which those officers were authorized to execute and which they might put into circulation or negligently permit to get into circulation.* Hence, as

we think, the requirement as to the registration of bonds issued under the Act and the duty of the state auditor upon registration to attest their regularity and legality by a certificate under his seal of office.

"The state treasurer may properly surrender bonds deposited with him for delivery only upon the performance of specified conditions. But such delivery would not constitute them binding obligations upon the municipality in whose name they are executed. The holder is under a necessity by the statute to do something more. He is required to present them for registration to another office, the auditor of the State in whose office was, if the county authorities obeyed the statute, kept a record of the number, amount and character of the bonds, to whom issued and for what purpose. And that officer is not under a duty to admit the bonds to registration simply because asked to do so, and without making inquiry as to their regularity and legality. *Unless satisfied that they are issued in accordance with the provisions of the Act he is bound to deny the application for registration. But if satisfied that the provisions of the Statute have been pursued he is required to register the bonds and certify upon each one under his seal of office that it has been regularly and legally issued.* To him therefore is committed by the State the important function of finally determining *whether the law has been in all respects obeyed, and consequently whether the bonds have been regularly and legally issued. His determination necessarily involves an investigation as to every fact essential to their validity. Purchasers in good faith although required to know what the statute contained, are not bound under such circumstances as are here disclosed to go behind the auditor's certificate and find out whether that officer has ascertained all the facts or whether he has correctly and honestly passed upon the questions arising upon an application for registration.* The investigation which the statute authorized the auditor to make involved the inquiry whether the bonds

were of the class which should have passed through the hands of the treasurer, and also whether the conditions upon which they were deliverable had been performed. Purchasers have the right to assume, having no notice to the contrary that he has in these respects discharged his duty. The registration Acts in some of the States while imposing like duties upon State auditors, and requiring them (when the facts justify them in so doing) to certify upon municipal bonds that they have been issued in compliance with the law, expressly declare such certificates to be *prima facie* evidence only of the facts stated, and shall not prevent proof to the contrary in any suit involving the validity of the bonds or the power and authority of the municipality in whose name they were executed to issue them. *Anthony vs. Jasper Company*, 101, U. S. 694. But the statute in question contains no such provision. The Legislature of Kansas confers upon the auditor of state full authority to ascertain and determine whether bonds presented for registration have been issued in accordance with the statute and, if satisfied such is the fact it is made his duty to certify upon the bonds that they have been regularly and legally issued. Had it appeared upon the face of these bonds that they were deliverable upon certain terms, and therefore belonged to the class which should pass through the hands of the state treasurer, and if the purchaser in such a case be held to have taken the bonds subject to the statutory requirement that they were not negotiable unless they had been in the first instance actually delivered by or in behalf of the county officers to the state treasurer and by the latter surrendered to the proper parties, it is clear no such condition can be attached to the purchase by appellant. For the bonds here in suit do not disclose the conditional nature of the subscription, nor that they belonged to the class which as a condition precedent to their negotiability must have been delivered to the state treasurer. That these

facts were not disclosed upon the face of the bonds is the fault of the county, and it is estopped as against a *bona fide* purchaser to deny that they were of the class which might have been delivered at once and without going through the hands of the state treasurer to the auditor of state, and been by him registered and certified as regulary and legally issued. In such a case at least the action and certificate of the auditor of state must be deemed conclusive evidence as between the county and a *bona fide* purchaser that the bonds were regularly and legally issued, and therefore negotiable in the fullest sense of that word. If such be not the construction of the registration Act it is difficult to perceive of what practical value is such certificate, or what the legislature intended by the requirement that the auditor should after examination into the facts attest the regularity and legality of the bonds. If the determination of that officer in this case operates hardly upon the people of the county the result must be attributed to the legislation in question as well as to the negligence of the state and county officers. What we have said is in harmony with the settled doctrines of this court upon the subject of negotiable securities issued by municipal corporations as announced in numerous cases with which the profession is familiar, and which need not be here cited."

Neither the Act of March 2d, 1872, nor the certificate of the auditor, nor of course this construction of the certificate were referred to in McClure *vs.* Oxford.

In Springvalley *vs.* Bissel, 113 U. S., 162, the auditor's certificate was referred to by counsel, but had no effect in that case as the bonds there in question were issued under the law of 1870, and the provisions of the Act of March 2d, 1872, in respect to bonds issued prior thereto had not been complied with; and this certificate and the construction given to it in Lewis *vs.* Barber County, supra were of no avail to the plaintiff in Bissel *vs.* Springvalley, supra, for the very good reasons that the defendant pleaded substantially *non est factum*—that the

signatures to the bonds were false and forged, etc., to which the plaintiff demurred, thus confessing the truth of the plea. The certificate was not used as an evidential fact but in the case at bar it was, and the certification is found as a fact.

Under the case of Lewis *vs.* Barber, and the facts found these bonds must be held to have been legally and regularly issued, and all irregularities in the election (if any there were) are cured.

Indeed as respects any supposed irregularities in the election the defendant is concluded by the recital in the bonds that the bonds are "*made* * * * in pursuance of "a vote of the qualified electors of said township had at "an *election held* therein on the 8th day of April, A. "D., 1872, which said election resulted in a majority of "112 in favor of issuing said bonds in a total vote "of 140."

V.

The power to issue having been clearly shown the plaintiff's case is impregnable; but to that is to be added the solemn certification of the authorities of the sovereign State, a certification authorized by its laws, resulting in, and intended to result in, impressing the financial world with the absolute and unimpeachable validity of the bonds, and all the considerations of justice and fair dealing that grow out of the merits of the case. It is not as if there was any fraud, and lack of consideration as has too often happened as every lawyer familiar with the history of bond cases from 1857 well knows. In many instance the most outrageous and scandalous frauds were perpetrated, notably the bonds issued by certain municipalities to aid the Platte City and Fort Des Moines Railroad, but the holders were innocent, the debtors had been careless and neglected to guard their interests and were compelled to pay though not a shovel full of dirt was thrown or a spike driven. In the case

at bar the town got just what it voted for—its bridge, received $8,500 of the $14,500 of the stock, and ever since has held it, (see finding 5, p. 64, Trans.) paid its coupons for a series of years, thus giving its bonds credit and currency, and received tolls or dividends on its stock to the amount of $650 per annum till 1876, the year the bridge was destroyed. (See Tran. findings 6 and 7, p. 65.)

Never in an extended experience has the writer observed a bond case where the substantial merits were so fully with the plaintiff,—where the defendant received a more honest and adequate consideration,—where the defence was more purely technical, and where he thinks he has a right to say that the defence has more signally failed.

The case should be remanded to the court below with instructions to enter judgment on the facts found for the plaintiff for the amount prayed.

S. E. BROWN,

Att'y for Plaintiff in Error.

NOTE.—The counsel notes since writing the above that Judge Brewer has again decided the point as to auditor's certificate. (See vol. 28 Fed. Repr., 54, Bissel *vs.* Springvalley.

INDEX TO ARGUMENT.

PAGE.

Statement and Findings of Fact and Law, - - 1—10

Argument, - - - - - - - - - - - 10—47

LAWS OF KANSAS.

Act of March 1st, - - - - - - - - 10—12

Act of March 2d, - - - - - - - - 12—22

(See Sec. 14, p. 19.)

CASES CITED.

Burr *vs.* Chariton Co., - - - - - - 24—27

County of Anderson *vs.* Beall, - - - - 31—35

Johnson *vs.* January, - - - - - - - 27—31

Knox Co. *vs.* Aspinwall, - - - - - 38—41

Lewis *vs.* Barber Co, - - - - - 41—45

119-215

OCT 23 1886

Supreme Court of the United States.

Moses R. Crow, *Plaintiff in Error,* *vs.* The Township of Oxford. *Defendant in Error.*	No, 934. October Term, 1886.

Brief in reply of Plaintiff in Error.

Most of the points made by the learned counsel for the defendant in error, have been anticipated and answered by the opening brief, and I shall briefly reply to anything apparently new.

The decision quoted from 16 Kans., 72, is not applicable for the same reasons that were stated in the opening as to McClure *vs.* Oxford, 94 U. S., namely, the act of March 2d, 1872 (Chap. 68) was not called to the attention of the Court, nor referred to by the Court. Indeed, Valentine, *J.* expressly says there was no law for the election. Neither is the force and effect of the Auditor's certificate considered. The estoppel growing out of the taking and retention of the stock in the bridge, the reception of dividends and payment of interest is not discussed. Nor was any reliance placed upon, or discussion had in McClure *vs.* Oxford, as to the act of March 2d, the auditor's certificate, or the taking and continued

holding of the stock, and the receipt of dividends; and the counsel is in error when he insists on pages 8 and 10 that all the merits of the case, and the effect of the auditor's certificate were fully presented in McClure *vs.* Oxford. It is true in petition of plaintiff in McClure *vs.* Oxford, as part of the bond there is set forth the certificate of the auditor, but this was simply to comply with the code of Kansas, which requires the pleader to set forth a copy of the instrument sued on; but no stress is laid upon it in the argument or the opinion of the court. In the case at bar the amendment to the petition, Trans. page 60, pleads the act of March 2, 1872, and the facts as to the stock and dividends, and the facts are favorably found as to these points.

As to not pleading a mistake, as suggested by counsel on page 11 of his brief, it is not necessary. All that is needed in this case is to show a legal or statutory power, and that is done by calling to the Court's notice the act of March 2d. The principal point of counsel seems to be this: That inasmuch as the bonds refer to the act of March 1st, the election must have been held under that act, and that the plaintiff was bound to know it was so held, and that it was irregular, and hence the bonds are void.

This is a *non-sequitur.*

The plaintiff is found (finding 4, Trans. page 64) to be an innocent holder for value before maturity, without notice of any defect or infirmity, or of any defense.

Now the notice and other papers respecting the election were not notice to the plaintiff. The mention of the act of March 1st does not impart to plaintiff notice as to what law the election was held under, and much less does this mention declare to him that the election was illegal. On the contrary, the recital that the bond is "*made in pursuance of a vote * * had at an election held * *"* implies and declares that the election was lawfully held, and the vote regular and legal. There certainly is no presumption that the proceedings were

irregular. The officers are presumed to have done their duty.

The proof and the findings are that election proceedings were had under the act of March 1st, but that proof is entirely immaterial, and does not affect the plaintiff. If it had been proved to him *before* his purchase of the bonds, the effect would have been different. Now assuming this proceeding under the act of March 1st to have been the only one, it is simply an irregular election.

There was a statute for the issuance of bonds by townships to aid in construction of bridges (chap. 68, LL. 1872); this law is, and has been held to be, constitutional; the plaintiff is found to be an innocent holder for value without notice, etc.; and the bond recites "in pursuance of a vote * * of the qualified electors * * had at an election held at * *" and the principle is well settled that irregularities in the election do not vitiate bonds under such circumstances.

In Burr *vs.* Chariton, 2d McCrary, 603, it is said: "Aside from all this it has been held that the issuing of the bonds raises the presumption that all preliminaries including the election required, have been complied with, and a *bona fide* holder is not bound to look beyond the question of power *City of Lexington vs. Butler*, 14 Wall, 283; *Flagg vs. Palmyra*, 33 Mo. 440 * * * *. The question is did *power* exist. *Whether the source thereof was correctly pointed out, can make no difference.*"

See opening brief pp. 26, 27. See also Johnson *vs.* January, 94 U. S. 202. County of Anderson *vs.* Beall, 113 U. S., 227. Dixon *vs.* Field, 111 U. S., 83, 93, 94.

The Court's attention is respectfully called to the quotations from the above cited cases, found on pages 25 to 35 of the opening argument, and especially to the italicized parts, pp. 33, 34, 35, as absolutely conclusive. I maintain even, though it is not necessary to go so far, that under Anderson Co. *vs.* Beall, *supra* if there had been no notice; no petition; no order, and even no

election, the bonds in suit are valid, containing the recital above quoted as to the election and vote.

As was said in Anderson Co. *vs.* Beall, *supra.*

Opening argument pp. 33, 34.

"In view of all this, the statement of the Commis-
"sioners in the bond, that it is issued in pursuance to the
"vote of the Electors of Anderson Co., of Sep. 13, 1869,
"is equivalent to a statement that the vote was a vote
"lawful and regular in form, and such as the law then
"in force required *in respect to prior notice,* (see also authorities cited under point III, opening argument,) especially pp. 37, 38.

The acts of March 1st, and March 2d, 1872, alike refer to the general laws of Kansas, as to the conduct of election and canvass of votes, etc., and with said laws impose on the officers the duty of determining all the preliminaries when they come to issue the bonds, and thus the recitals in these bonds being the same as in the cases cited, bring these bonds within the principles of those cases.

Again it is precisely in cases like this at bar, where the only possible or conceivable objection to the bonds consists in the irregularities or defects in the proceedings previous to the vote, and preliminary to the making of the bonds, that the doctrine of these cases and the others and the citations, from text writers cited in the opening argument is to be applied and the estoppel fairly comes in, and justly grows out of the recitals in the bonds and out of the acts of the municipality in taking and keeping its stock, and taking dividends, and paying interest, according to those cases. Add to these arguments the effect of the certification, and it is difficult to see how a recovery can be avoided.

Suppose the act of March 1st, had *never* been passed, or *never* published, so it *never* took effect and the bonds had been issued in form as now with the present recitals the bonds would be valid, the act of March 2d being in force.

Now it cannot be contended with any show of reason that the bonds, thus valid, are invalidated by the mere passage of the act of March 1st.

They would not be so invalidated either by its passage and delayed publication. As to these bonds and *pro hac vice*, this act was not a law.

Again Sec. 3 of act of March 2d, does not require or presuppose any petition as claimed by counsel, and the election was regular under the law.

The questions of practice raised by counsel are hardly worthy of attention. When the plaintiff amended his complaint by leave of court first had and obtained, after demurrer sustained, an exception would have been vain and futile: after pleading over the plaintiff could not avail himself in this court of an exception to the decision of the court below upon the demurrer. A new case was made after amendment and defendant's joinder by answer.

On the trial of the issue thus joined, the court made its findings of fact and law, and the plaintiff excepted to the finding of law as appears from the record, and that is all that is required. The office of a bill of exception is to bring into the record matters *dehors* the record, such as the evidence and rulings in the progress of a trial.

Here the findings of facts are special, and are accepted by plaintiff but he excepts to the conclusion of law based thereon, and the exception is noted in the record p. 67, Trans.

He simply says to the court that the findings of fact do not sustain the conclusion of law, and all this is matter of record.

In Aetna Insurance Co. *vs.* Boon, et. al. 95, U. S., 117, this court say:

"The act of Congress which authorizes trials by the "Court, 13 Stat. at large, p. 500, secs. 649 and 700, R. "S., has enacted that the finding of a court, upon the "facts, which may be either general or special, shall "have the same effect as the verdict of a jury; and that

"when the finding is special, the review by the Supreme "Court upon a writ of error may extend to the deter- "mination of the sufficiency of the facts found to sup- "port the judgment. No bill of exceptions is required, "or is necessary, to bring upon the record the findings, "whether general or special. They belong to the record "as fully as do the verdicts of a jury. If the finding "be special, it takes the place of a special verdict; and, "when judgment is entered upon it, no bill of exceptions "is needed to bring the sufficiency of the finding up for "review."

"Whether the finding is general or special the ruling if excepted to, may be reviewed."

Miller *vs.* Life Ins. Co, 12 Wall, 285.

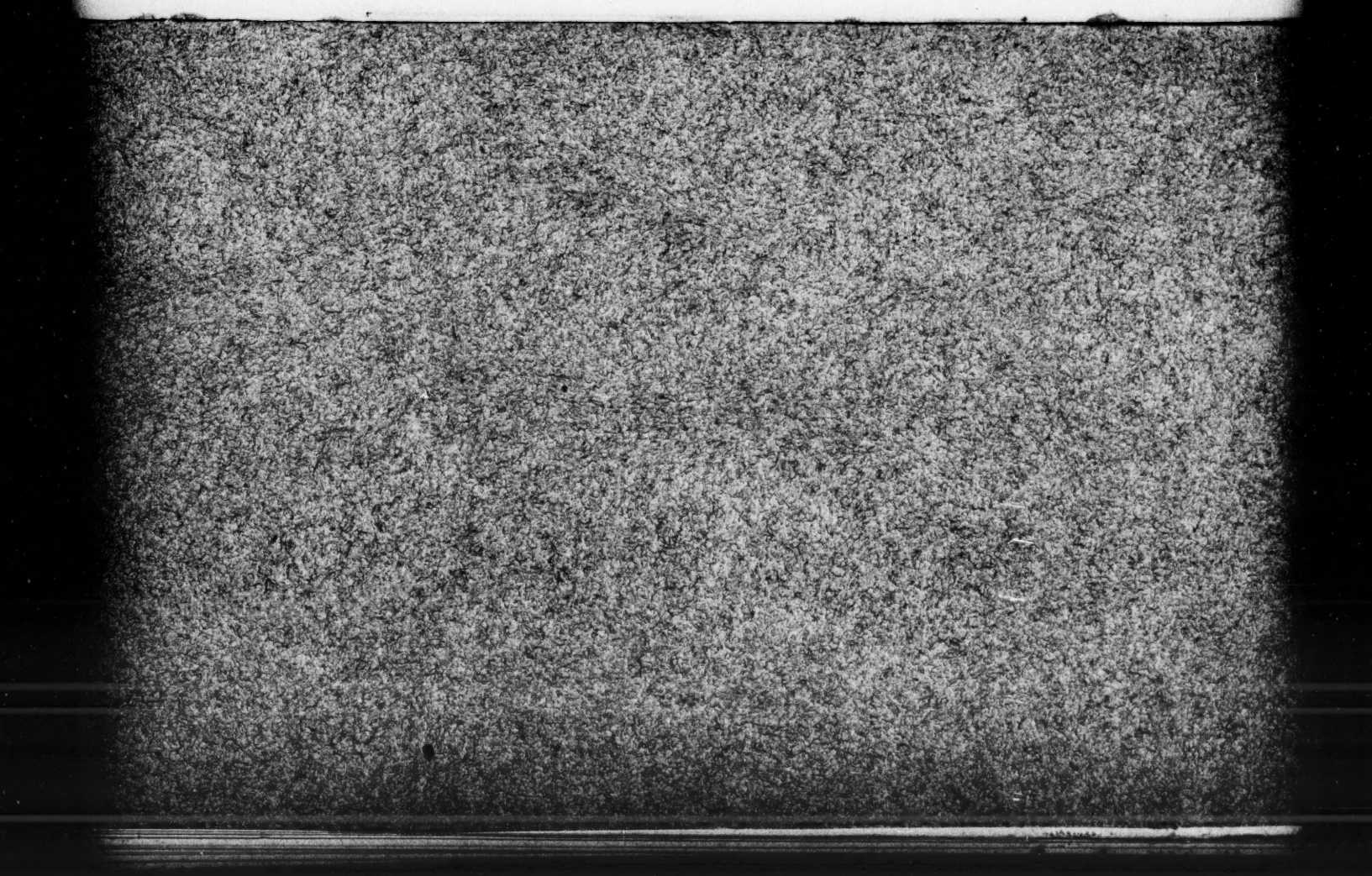
The facts having been found and the conclusion or finding of law being erroneous, a judgment should be ordered for the plaintiff. In Fort Scott *vs.* Hickman in which the writer was of counsel, the findings of fact and of law were in favor of Hickman in the court below, but this court on the findings of fact ordered judgment to be entered below for defendant (plaintiff in error, and no bill of exceptions was made.

See Fort Scott *vs.* Hickman, 112 U. S., 150
5th S. C. R. 56.

The entry on counsel's brief page 15 is simply the formal journal entry, and has nothing to do with the special findings made by the court, and excepted to, as repects the conclusion of law by the plaintiff as appears from the printed record, p. 67.

It is respectfully submitted that judgment should be directed for the plaintiff as prayed for and costs.

S. E. BROWN,
Att'y for Plff. in error.



SUPREME COURT

OF THE UNITED STATES.

MOSES R. CROW,
Plaintiff in Error,
vs.
THE TOWNSHIP OF OXFORD,
Defendant in Error.

Oct. Term, 1886.
No. 934.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES, DISTRICT OF KANSAS.

BRIEF FOR DEFENDANT IN ERROR.

ARGUMENT.

THE plaintiff in error has so fully and perspicuously stated this case, that it would seem entirely unnecessary for defendant in error to make any statement whatsoever, and I will therefore proced at once to the discussion of those points that I deem decisive of the questions at issue; and it seems to me that it cannot be contended that there is any open question in this case except, possibly, as to whether the findings of fact made by the Circuit Court disclose such a compliance with

chapter 68 of the Acts of the Legislature of the State of Kansas, for the year 1872, as will support the contention of the plaintiff in error; that the bonds in suit were in fact issued under the authority and in compliance with the provisions of that act, instead of the act referred to on the face of the bonds as the foundation of their issue.

This issue of bonds has already been the subject of a decision adverse to their validity by both the Supreme Court of the State of Kansas and this Court. The case in the Supreme Court of Kansas was an original proceeding in mandamus, commenced in the Summer or Autumn of 1875, and heard and decided at the January Term, 1876; the object of the action being to compel the township officers to levy a tax to pay the accruing interest on these bonds: *George vs. Oxford Township,* 16 Kans., 72.

The opinion in that case being as follows:

"VALENTINE, J.—Passsng over all preliminary and minor questions, the main question presented to us in this case is, whether certain bonds issued by the township of Oxford, in Sumner county, to the "Oxford Bridge and Ferry Company," a private corporation of said township, are valid. Said bonds show upon their face that they were issued on April 15th, 1872, "in pursuance of an act of the Legislature of the State of Kansas, entitled "An Act authorizing the trustee, treasurer and clerk (or any two of them), of the township of Oxford, county of Sumner, and State of Kansas, to subscribe for stock in the Oxford Bridge Company, to the amount of ten thousand dollars, to aid in the construction of a bridge across the Arkansas river at Oxford, in said county and State, and to issue the bonds of said township in payment therefor," approved March 1st, 1872; and in pursuance of a vote of the qualified electors of said township had at an election held therein on the 8th day of April, 1872. Said act took effect March 21st, 1872. (Laws of 1872, pp. 320, 321.) It provides for issuing "the bonds of said township to the amount of ten thousand dollars, for the purpose of aiding in the building and constructing a bridge across the Arkansas river, at the town of Oxford, in said county and State;" (section 1). But to whom the bonds were to be issued is not designated in the act. And the body of the act does

not anywhere provide for subscribing for stock in the "Oxford Bridge and Ferry Company," or in any other company or corporation. The title of the act mentions the "Oxford Bridge Company." Said act also provides that, "Before any of the bonds hereinbefore mentioned shall be issued, the question of issuing said bonds shall be submitted to the legal voters of said township at an election to be held for that purpose, which said election shall be conducted in all respects in conformity with the general election laws of this State. The time and place of holding said election shall be designated by the said trustee, treasurer, and clerk (or any two of them), by giving at least thirty days' notice by posting written or printed notices thereof in three of the most public places in said township:" (section 5.) Now the election to determine whether the bonds should be issued or not was in fact held on the 8th day of April, 1872, only eighteen days after the act authorizing the issue of the bonds took effect; and this is shown upon the face of the bonds. The notices of the election were in fact given only from March 24th, 1872, to the day of the election, only fifteen days, instead of thirty, as the act prescribes; but this is not shown on the face of the bonds. And the bonds were in fact issued on April 15th, 1872, only twenty-five days after the act took effect; and this is shown on the face of the bonds. We do not mean that the time when the act took effect is shown on the face of the bonds, but it is shown on the face of the bonds under what act, and under what election, the bonds were issued, and when the election was held, and when the bonds were issued; and every one having anything to do with the bonds is required to know when the act under which they were issued took effect, and therefore what time elapsed after the act took effect till the election was held and the bonds issued. Now we think the election under which the bonds were issued was void. First, because sufficient time had not elapsed after the act took effect, and before the election was held; second, because sufficient notice of the election had not been given, and could not have been given, after the act took effect and before the election was held. And we think the bonds are void because no sufficient or valid election was held authorizing their issue. The Legislature evidently intended that no bonds should be issued unless an election authorizing their issue should first be held. The Legislature evidently intended that no such election should be held within less than thirty days after the act should take effect; and the Legislature evidently intended that no such election should be held unless "at least thirty days' notice" thereof should first be given. The bonds were, in this case, issued in less than thirty days after

the act authorizing their issue took effect. As we have already stated, the bonds do not show upon their face that the township board did not, at least thirty days prior to said election, call the election and give notice thereof. But even if they had done so, their action in that respect would have been void. Thirty days prior to said election there was no law in force authorizing the township board to call an election for any such purpose, or to give any notice of such an election. There is no room, therefore, for any innocent or bona fide purchaser of the bonds to suppose that the election was legally called, or that the proper notices thereof were legally given. And as this is an election that depends for its validity upon being legally called, and upon legal and proper notice thereof being given for at least thirty days prior to the election, and as these things were not done, the election must be held to be invalid. This is wholly unlike an election where the object of the election and the time and place for holding the same are all fixed by law. There the election is valid, although a notice required by law may not be given. In such a case the electors are presumed to know the law. They are presumed to know what is to be done at the election, and the time and place of holding the same, because these are all fixed by law. Where "the time and place" of holding the elections are to be "designated" by some board or person, as in this case, and are not fixed by law, then the notice required by law must be given; and if the time "designated" be so near in the future that legal notice cannot be given, then the election must be held to be void. Beal v. Ray, 17 Ind. 554. As to the necessity for sufficient notice in certain special elections, see People v. Porter, 6 Cal. 26; McCune v. Weller, 11 Cal. 49; People v. Martin, 12 Cal. 409; Westbrook v. Rosborough, 14 Cal. 180; see also Jones v. State, 1 Kas. 273; Gossard v. Vaught, 10 Kas. 162.

"The judgment in this case must be rendered for the defendant.

"All the Justices concurring."

The case wherein these bonds were under discussion in this court was that of *McClure vs. Oxford Township*, 94 U. S. 429. The action was brought in the Circuit Court for the District of Kansas, upon certain detached coupons belonging to this issue of bonds, and was decided by the Circuit Court at the June term, 1876, adversely to the plaintiff, upon the demurrer of the defendant township to the declaration of the

plaintiff. The declaration in that case being in the words and figures following, to wit:

"UNITED STATES OF AMERICA.—IN THE CIRCUIT COURT OF THE UNITED STATES IN AND FOR THE DISTRICT OF OF KANSAS.

To the June Term, A. D. 1876.

"W. O. McCLURE
vs.
THE TOWNSHIP OF OXFORD, In the County of Sumner and State of Kansas.
} Declaration.

"W. O. McClure, a resident of the City of Utica, in the county of Oneida, and State of New York, and a citizen of the State of New York, plaintiff, complains of the township of Oxford, in the county of Sumner, and State of Kansas, a public corporation organized and existing under and by virtue of the laws of the State of Kansas, defendant, and says:

"1st, That heretofore, to wit, on the 15th day of April, A. D. 1872, in payment for a subscription for stock in the Oxford Bridge Company, which said stock was at the time issued and delivered to and is still held and owned by the said defendant, and to aid in the construction of a bridge across the Arkansas river, within the corporate limits of the said defendant; which said bridge was duly constructed and is now in use within the corporate limits of the said defendant; the said defendant, in pursuance of an act of the Legislature of the State of Kansas, entitled "An Act authorizing the Trustee, Treasurer and Clerk (or any two of them) of the township of Oxford, county of Sumner, and State of Kansas, to subscribe for stock in the "Oxford Bridge Company" to the amount of ten thousand dollars, to aid in the construction of a bridge across the Arkansas river at Oxford, in said county and State, and to issue the bonds of said township in payment therefor," approved March 1st, A. D. 1872; and in pursuance of a majority vote of the qualified electors of said township, had, at an election duly held therein on the 8th day of April, A. D. 1872, after thirty days' notice of the time and place of

holding such election had first been given by the Trustee, Treasurer and Clerk of said township, by posting written and printed notices thereof in three of the most public places in said township, made, issued and delivered its certain negotiable bond, bearing date April 15th, A. D. 1872, whereby it promised to pay, ten years after the date thereof, to the bearer, five hundred dollars, with interest at the rate of ten per cent. per annum, payable semi-annually on the 15th day of April and October of each year, with interest coupons attached therefor. Both the principal and interest of said bond were made payable at the American Exchange National Bank, in the city, county and State of New York;" which said bond, in order to distinguish it from others of a like character, was marked No. 1; a copy of which said bond, except the number thereon, is filed herewith, made part hereof, and marked "Exhibit A."

"That afterwards, to wit: On the 25th day of April, A. D. 1872, said bond, with the interest coupons attached thereto, was duly registered in the office of the Auditor of the State of Kansas, according to law, and the fact that said bond was so registered was then and there under the hand and seal of the said Auditor in writing, duly certified upon said bond, a copy of which certificate of the said Auditor is filed herewith, made part hereof, and marked "Exhibit B."

"That afterwards, to wit: On the said 25th day of April, A. D. 1872, the said bond, with the interest coupons attached thereto, was put upon the market and sold and delivered to bona fide purchasers, the same passing from hand to hand, like other negotiable securities.

"That afterwards, to wit: At the proper times the said defendant assessed, levied and collected a tax for the payment of the first second, third and fourth interest coupons attached to said bond, and at the maturity thereof paid the same out of such tax.

"That attached to said bond, among others, was a certain interest coupon, being the sixth interest coupon, which is in words and figures following, to wit:

"'$25.00 Oxford Township.

"'On the 15th day of April, 1875, the Treasurer of the township of Oxford, in the county of Sumner and State of Kansas, will pay to bearer the sum of twenty-five dollars, at the American Exchange National Bank, in the City of New York, being the semi-annual interest due on bond No. 1, issued April 15th, A. D. 1872.

(Signed) GEO. T. WALTON, Trustee.
Attest: JOHN H. FOLKS, Clerk.'

"That after the payment of the said first, second, third and fourth interest coupons, and before the maturity of the said sixth, being the interest coupon herein set forth, the same being detached from said bond, was sold and delivered to the plaintiff.

"That when said sixth interest coupon became due and payable, the same was presented for payment at the place where it is made payable, and payment thereof demanded and refused.

"That the said sixth interest coupon, with interest thereon at the rate of seven per cent. per annum since the 15th day of April, A. D. 1875, remains due and wholly unpaid."

The other nineteen counts were identically the same as the first, except as to the number of the bond referred to, also the title of the case, and the description of the parties being omitted.

The prayer to the declaration was as follows, to wit:

"Wherefore, the plaintiff prays judgment for five hundred dollars, the principal of the several interest coupons herein set out, with interest on two hundred and fifty dollars thereof at the rate of seven per cent. per annum, since the 15th day of April, 1875, and interest on two hundred and fifty dollars thereof, at the rate of seven per cent. per annum since the 15th day of October, 1875, together with all other proper relief.

ALFRED ENNIS,
Attorney for Plaintiff."

"EXHIBIT A.

(Copy of Bond.)

No. — Oxford Township Bridge Bond. $500.00.

"The township of Oxford, in the county of Sumner and State of Kansas, hereby promises to pay to ——— ———, or bearer, the sum of five hundred dollars, on the fifteenth (15th) day of April, A. D. 1882, with interest thereon at the rate of ten per cent. per annum, payable semi-annually on the 15th day of October and April of each year, upon the presentation of the coupons therefor hereto attached. Both principal and interest payable at the American Exchange National Bank, in the City of New York. This bond is one of an issue of ten thousand dollars, made for the purpose of aiding in the building of a bridge across the Arkansas river at the town of Oxford, in the county of Sumner and State of Kansas, and in pursuance of an

act of the Legislature of the State of Kansas, entitled "An Act authorizing the Trustee, Treasurer, and Clerk (or any two of them), of the township of Oxford, in the county of Sumner and State of Kansas, to subscribe for stock in the Oxford Bridge Company to the amount of ten thousand dollars, to aid in the construction of a bridge across the Arkansas river at Oxford, in said county and State, and to issue the bonds of said township in payment therefor; approved March 1st, 1872; and in pursuance of a vote of the qualified electors of said township, had at an election held therein on the 8th day of April, A. D. 1872, which said election resulted in a majority of 112 in favor of issuing said bonds in a total vote of 140.

"The faith of said township and the receipts for toll of said bridge are pledged to the payment of this bond and interest.

"In testimony whereof the Township Trustee, Clerk and Treasurer of said township have caused this bond to be issued duly certified, attested, and countersigned, this 15th day of April, A. D. 1872.

GEORGE T. WALTON, Trustee.

"Attest: JOHN H. FOLKS, Clerk.

"Countersigned: T. E. CLARK, Treasurer."

"EXHIBIT B.

"I, A. Thoman, Auditor of the State of Kansas, do hereby certify that this bond has been regularly and legally issued; that the signatures thereto are genuine, and that such bond has been duly registered in my office, in accordance with an act of the Legislature, entitled "An Act to authorize counties, incorporated cities and municipal townships to issue bonds for the purpose of building bridges, aiding in the construction of railroads, or other works of internal improvements, and providing for the registration of other bonds, and the repealing of all laws in conflict therewith," approved March 2d, 1872.

"Witness my hand and official seal, this 25th day of April, 1872.

A. THOMAN,

[Seal of Auditor of State. Auditor of State."

Kansas, April 25, 1872.]

The learned counsel for plaintiff in error, in his summing up, pages 46–7 of his brief, lays much stress upon the supposed equities and "substantial merits" of this case; but a careful examination of the declaration in *McClure vs. Oxford Township,* above set forth, will disclose the fact that all of

these matters were fully and fairly presented to this Court in that case, but were not deemed worthy of even passing notice. The opinion of this Court in that case being as follows, to wit:

"MR. CHIEF JUSTICE WAITE delivered the opinion of the Court:

"A municipality must have legislative authority to subscribe to the capital stock of a bridge company before its officers can bind the body politic to the payment of bonds purporting to be issued on that account. Municipal officers cannot rightfully dispense with any of the essential forms of proceeding which the Legislature has prescribed for the purpose of investing them with power to act in the matter of such a subscription. If they do, the bonds they issue will be invalid in the hands of all that cannot claim protection as bona fide holders.

"To be a bona fide holder, one must be himself a purchaser for value without notice, or the successor of one who was. Every man is chargeable with notice of that which the law requires him to know, and of that which, after being put upon inquiry, he might have ascertained by the exercise of reasonable diligence. Every dealer in municipal bonds, which upon their face refer to the statute under which they were issued, is bound to take notice of the statute and of all its requirements.

"The statute under which the bonds now in question were issued, and which is referred to in the bonds, though passed and approved March 1, 1872, was not, by its terms, to go into effect until after its publication in the "Kansas Weekly Commonwealth." Of this, every purchaser of the bonds had notice, because it was part of the statute he was bound to take notice of. A purchaser would, therefore, be put upon inquiry as to the time of the publication, and by reasonable diligence could have ascertained that this did not take place until March 21. This being the case, the law charges him with knowledge that the statute did not go into effect until that date. The statute further provided that no bonds could be issued, under its authority, until the question of their issue had been submitted to the legal voters of the town at an election, of which thirty days' notice had been given, and at which a majority of the votes should be in favor of the measure. These bonds bore date April 15, 1872, and, pursuant to the express requirements of the Act, contained a statement of the purpose for which they were issued, a reference to the Act under which they were issued, and the result of the vote of the inhabitants on the question of their issuance, which is stated

to have been taken April 8, 1872. No valid notice of an election could be given until the Act went into effect, because until then no officer of the township had authority to designate the time or place of holding it. These bonds, therefore, carried upon their face unmistakable evidence that the forms of the law under which they purported to have been issued had not been complied with, because thirty days had not elapsed between the time the law took effect and the date of the election. If a purchaser may be, as he sometimes is, protected by false recitals in municipal bonds, the municipality ought to have the benefit of those that are true.

"This suit was brought upon coupons detached from the bonds purchased by the plaintiff in error before maturity, but upon their face they refer to the bonds, and purport to be for the semi-annual interest accruing thereon. This puts the purchaser upon inquiry for the bonds and charges him with notice of all they contain.

"This disposes of the case. As the declaration sets out a copy of the bonds with all the recitals, and the recitals show that the bonds were irregularly issued and not binding upon the township, it follows that the declaration does not set forth a good cause of action against the defendant, and that the demurrer was properly sustained. This is in accordance with the decision of the Supreme Court of Kansas, in George v. Oxford, 16 Kan. 72. Under these circumstances it is unnecessary to consider any other of the questions which have been certified here.

"The judgment is affirmed."

It will also be observed that the effect of the registration of these bonds was fairly presented for the consideration of this Court in that case, but that fact was not deemed by the Court of sufficient importance to be even noticed specially, so that, as before stated, the only question presented in this case that was not fairly presented and determined by this Court in *McClure v. Oxford, supra,* is the single one whether the facts found by the Circuit Court, pages 63, 64, 65, 66 and 67, of the record, and pages 2, 3, 4, 5, 6, 7, 8 and 9, of the brief of plaintiff in error, show a sufficient compliance with the general bond law of the State of Kansas in force at the time these bonds were issued. Pages 12, 13, 14, 15, 16, 17, 18, 19, 20,

21, 22, of the brief of plaintiff in error, as to render them valid under that act. I cannot understand how the plaintiff in error can successfully claim to be an innocent or bona fide purchaser of these bonds and coupons; and yet the whole argument of counsel for plaintiff in error is based upon the supposition that this Court will treat him as an innocent holder of the securities sued upon.

It is a strange system of reasoning that in effect says because these bonds showed upon their face that they were absolutely void under the law, under which they upon their face purport to have been issued, their purchaser may assume that they were issued in strict, or at least substantial conformity with the provisions of some law other than the one referred to; and yet this is, in effect, the position assumed by counsel for plaintiff in error. This case is wholly different from the case of *Anderson County vs. Beal*, 113 U. S. 227. In that case the provisions of the statute of the State of Kansas, authorizing the issuance of the bonds in question had been substantially complied with, and it was by mistake that the bonds on their face recited the wrong statute as the basis of their existence. In the case at bar, it was not alleged by the plaintiff in error, in his declaration, that the reference on the face of the bonds in suit, to the statute under which they were issued was a mistake or mis-recital, and there is nothing in the record brought to this Court to suggest a mistake; but, on the contrary, the tenth fact found by the trial court, pages 65 and 66 of the record, and pages 5, 6, 7 and 8 of the brief of plaintiff in error, shows conclusively that the township officers never had in contemplation, in and about their proceedings, any act or law other than the one referred to on the face of the bonds. This special act invests the trustee, treasurer and clerk (or any two of them) of the township with the power of calling an election to determine the question of the issuance of these bonds,

without the presentation of a petition, or any preliminary steps being taken by the voters of the township. It also prescribes the notices requisite to be given, and provides that the bonds shall contain a statement of the purposes for which they were issued, and a reference to the act under which they were issued and the result of the vote on the question of their issuance. See sections 1, 4 and 5 of said act, on pages 10 and 11 of the brief of plaintiff in error; and all of these provisions are essentially different from the requirements of the general bond law under which plaintiff in error now contends that these bonds were in fact issued. Section 4 of said act, page 14 of the brief of plaintiff in error, requires as a condition precedent to the calling of an election for the purpose of voting bonds for any of the purposes authorized by the act, that a petition, signed by at least one-fifth of the voters of the municipality, shall be presented to the board or tribunal invested with the power of calling such election, and prescribes the notices required to be given of the time and place of holding such election; and all of these proceedings are essentially different from the requirements of the special act of March 1, 1872, under which were had the proceedings that resulted in the issuance of these bonds. Again, section 1 of the general act, pages 12 and 13 of the brief of plaintiff in error, limits the issue to a sum not greater than ten per cent., inclusive of all other bonded indebtedness, of the taxable property of the county, city or township; while the special act referred to upon the face of these bonds as the foundation of their issuance, grants the power to issue ten thousand dollars in bonds, without reference whatever to the taxable property of the township, or its existing bonded indebtedness.

Counsel for plaintiff in error admits that his client was, at the date of his purchase of these bonds, chargeable with notice of all the laws of the State of Kansas relating to the issuance of bonds in aid of works of internal improvement, and it

follows as a necessary corollary that he was chargeable with notice of the difference in the powers conferred and conditions precedent required by the special act under which the bonds on their face purport to have been issued, and the general law under the provisions whereof he now seeks to have them upheld. And having ascertained that the bonds were absolutely void under the provisions of the statute in pursuance wherewith they purport to have been issued, could he shut his eyes and say: "Inasmuch as the provisions of the statute referred to on their face have not been complied with, and these bonds therefore have no validity under that law, I am justified in presuming, and will presume, and do assume, that the township officers, although having utterly failed to comply with the law under which they intended to act and attempted to act in the matter of the issuance of these bonds, did nevertheless, by some mistake on their part, comply substantially with the provisions of some other law under which these bonds might lawfully have been issued, if the proper proceedings and conditions precedent had been observed and performed." If he could indulge in this sort of reasoning, then he may be entitled to protection as a bona fide purchaser without notice; but I think the true rule to be different, and believe it to be substantially this: Being apprised that the bonds were void under the special act recited on their face, it devolved upon every purchaser, or proposed purchaser, to ascertain the fact, if it existed as a fact, that the recitals on the face of the bonds were mistakes, and that the bonds had in fact been issued under and in pursuance with proceedings in substantial conformity with the provisions of the general act of March 2; and this knowledge could, of course, be obtained only from an examination of the records of the municipality, and an examination of those records would have disclosed the facts set forth in finding of fact number 10, pages 5, 6, 7 and 8 of the brief of plaintiff in error, before referred to, and from

which lt clearly appears that the township board proceeded, or attempted to proceed, under and in pursuance with the special act of March 1st, and without any thought of or reference to any other statute or authority whatsoever.

The original declaration in this case did not allege that the bonds in suit were issued under the general law of March 2, 1872, but on the contrary did, by attaching a copy of one of the bonds to the declaration, and making it in express words a part of it, affirmatively declare that the bonds were issued under the provisions of the act recited upon their face; the declaration, exclusive of the "Exhibits," appears on pages 2 and 3 of the record. To this declaration the defendant demurred upon the ground that it did not set forth a cause of action. The demurrer appears on page 59 of the record. Afterwards, on the 5th day of June, 1884, at the June term of the Circuit Court, the demurrer of the defendant was heard and sustained by the Court, and the plaintiff was given leave to amend his declaration; and on the 9th day of June, 1884, filed his amendment, wherein and whereby he set up and alleged that "said bonds were duly issued in pursuance of the election duly and legally held therein, to wit: In the defendant township, by the qualified electors thereof, under and in pursuance of and in full conformity with the act of the Legislature of the State of Kansas, passed March 2, 1872, to authorize counties, cities and townships to vote such bonds, being chapter 68 of the laws of 1872." And afterwards, to wit: On the 9th day of July, 1884, the defendant filed its general denial or traverse of the allegations of the amended petition. See pages 59, 60 and 61 of the record. Afterward, on the 1st day of June, 1885, at the June term, 1885, of the Circuit Court, the case was tried by the Court, and a general finding made in favor of the defendant, and judgment rendered in favor of the defendant and against the plaintiff for cost; which finding and judgment was in the words and figures following, to wit:

"MOSES R. CROW
vs.
THE TOWNSHIP OF OXFORD,
Sumner County, Kansas.

"MONDAY, JUNE 1st, 1885.

"This action came on for trial, and the parties hereto, by their attorneys, waived a jury herein by written stipulation filed herein, and submitted the premises to the Court. And thereupon the Court, having heard the evidence adduced and arguments of counsel, now find for the defendant. And thereupon it is by the Court here considered, ordered and adjudged that said defendant go hence without day, and that he have and recover of and from said plaintiff his costs in this action expended, and that execution issue therefor." Page 62 of the Record.

Afterwards, on the 4th day of June, plaintiff filed his motion for a new trial, and on the 14th day of January, 1886, at the December, 1885, term of the Circuit Court, the motion for a new trial was overruled and, upon the request of the plaintiff, the Court made the special findings of fact set forth on pages 63, 64, 65, 66 and 67 of the record, and on pages 2, 3, 4, 5, 6, 7, 8 and 9 of the brief of plaintiff in error. The record of the trial and general finding in favor of defendant, and judgment for costs against the plaintiff, together with the leave given the plaintiff to amend his declaration, the amendment to the declaration, and the answer of the defendant to the amended declaration, are all found on pages 60, 61 and 62 of the record.

Now it seems to me that the plaintiff in error is absolutely concluded by the record brought to this Court. His original declaration having been demurred out of existence, he accepts the ruling of the Court, without "Exception," and asks and obtains leave to file an amendment to the declaration, and files such amended declaration, and his declaration, as thus amended, is traversed by the defendant, and trial is had and results in a general finding in favor of the defendant and

against the plaintiff, and judgment for costs. The plaintiff makes a motion for a new trial, which being overruled, the action of the Court in overruling said motion is accepted by the plaintiff, without "Exception," and special findings of fact and conclusions of law requested. These are made by the Trial Court, and are also accepted by the plaintiff, without "Exception," and he thereupon brings the case to this Court upon his amended declaration, the general denial or traverse filed by the defendant thereto, and the general and special findings of the Court against him, contained on pages 62, 63, 64, 65, 66 and 67 of the record.

None of the evidence introduced and considered upon the trial of the case is preserved or brought to this Court in any way, except those extracts from the public records of the de-defendant township that are contained in the 10th finding of fact made by the Trial Court.

Now these special findings of fact being entirely consistent with the general finding made by the Trial Court in favor of the defendant and against the plaintiff, and the evidence upon which the Trial Court acted not having been preserved and brought before this Court by a "Bill of Exceptions," or otherwise, how can this Court determine that the Trial Court erred in its general finding, page 62 of the record, in favor of the defendant and against the plaintiff?

These bonds depend for their validity upon having been issued in conformity with the special act of March 1st, referred to by its title upon their face, or in pursuance with the provisions of the general act of March 2, 1872, set forth by the plaintiff in error in the amendment to his declaration, filed June 9, 1884, page 60 of the record, as the foundation for their issuance; and this Court has already decided, *McClure vs. Oxford Township*, 94 U. S. 429, that they were *not* issued in conformity with the provisions of said special act of March 1st, 1872, and the Circuit Court has decided in this case by its

general finding, page 62 of the record, that they were *not* issued "in pursuance of an election duly and legally held in said township by the qualified electors thereof under and in pursuance of, and in full conformity with, the act of the Legislature of Kansas, passed March 2, 1872, to authorize counties, cities and townships to vote such bonds," as alleged in plaintiff's amended declaration, and as the evidence upon which the Circuit Court made this general finding was not preserved and brought up to this Court, it seems to me that these two decisions dispose of every question in the case.

The mere fact that these bonds were indorsed by the Auditor of State, at the time and in the manner set forth in the 13th finding of fact of the Circuit Court, cannot impart to them any validity whatever; nor does it constitute the plaintiff in error a bona fide purchaser, without notice, and I therefore respectfully submit that the judgment of the Circuit Court should be affirmed.

J. WADE MCDONALD,
Attorney for Defendant in Error.